

TERMS AND CONDITIONS

OF CONTRACT

DATED: JULY 1, 2023

ISSUED BY

MANISTEE AREA PUBLIC SCHOOLS BOARD OF EDUCATION

TO

MICHIGAN GREAT LAKES VIRTUAL ACADEMY

CONFIRMING THE STATUS OF

MICHIGAN GREAT LAKES VIRTUAL ACADEMY

AS A

SCHOOL OF EXCELLENCE

THAT IS A CYBER SCHOOL

GENERAL INDEX

Contract Schedules

- Schedule 1: (a) Manistee Area Public Schools Board Resolution dated March 8, 2023 Reauthorizing the Academy as a Michigan Public School Academy effective July 1, 2023, Appointing the Directors of the Academy, and Establishing the Terms of Office of the Directors; (b) Manistee Area Public Schools Board Resolution dated May 9, 2018 amending Method of Selection Resolution to require administration of Oath of Office by authorized official; and (c) original Method of Selection Resolution dated April 1, 2013, as adopted by the Manistee Area Public Schools Board

- Schedule 2: Restated Articles of Incorporation and 2023 Certificate of Good Standing

- Schedule 3: Governance Structure (including MGLVA Board composition)

Restated Bylaws

- Schedule 4: Fiscal Agent Agreement

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- Schedule 6: Information to Be Provided By Academy and Educational Service Provider

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Contract to Charter a Public School Academy

Pursuant to Part 6E of the Revised School Code (“Code”), being Sections 380.551 to 380.561 of the Michigan Compiled Laws, the Manistee Area Public Schools Board of Education (“MAPS Board”) re-authorizes Michigan Great Lakes Virtual Academy (the “Academy”), effective July 1, 2023, to operate as a school of excellence that is a cyber school in the State. The Parties agree that the issuance of this Contract is subject to the following Terms and Conditions:

ARTICLE I DEFINITIONS

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

- a) **Academy** means the Michigan school of excellence corporation authorized by this Contract to operate as a cyber school.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract.
- c) **Academy Board member or Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- d) **Applicable Law** means all state and federal law applicable to a school of excellence organized that is a cyber school.
- e) **Applicant** means the person or entity that submitted the school of excellence application to MAPS for the establishment or reauthorization of the Academy.
- f) **Application** means the school of excellence application and supporting documentation submitted to MAPS for the establishment or reauthorization of the Academy.
- g) **Authorizing Resolution** means the resolution(s) adopted by the MAPS Board that, among other things, approve the issuing of a Contract to the Academy to operate as a school of excellence that is a cyber school effective July 1, 2023, and the issuance of this Contract.
- h) **Charter School** means public school academy as defined in section 5 of the Code, MCL 380.5, to include a school of excellence or cyber school.
- i) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.

- j) **Community District** means a community school district created under part 5B of the Code, MCL 380.381, et seq.
- k) **Conservator** means an individual appointed by the MAPS Board (or designee) in accordance with Section 10.7 of these Terms and Conditions.
- l) **Contract** means, in addition to the definition set forth in the Code, the Terms and Conditions, the Schedules, the Authorizing Resolution, and all documents correspondingly incorporated by reference.
- m) **Cyber School** means a school of excellence that provides full-time instruction to pupils through on-line learning that may be remote from the school facility as provided in Code Sections 551, 552(2), and 553a.
- n) **Department or MDE** means the Michigan Department of Education.
- o) **Educational Service Provider or “ESP”** means an educational management organization as defined under section 553c of the Code, MCL 380.553c, that has entered into agreement with the Academy Board for operation or management of the Academy, which agreement has been submitted to the MAPS Charter School Office Director for review as provided in Section 11.13 and has not been disapproved by the MAPS Charter School Office Director, and is consistent with the Charter School Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- p) **Educational Service Provider Policies or ESP Policies** means those policies adopted by the MAPS Charter Schools Office Director that apply to a Management Agreement. The MAPS Charter Schools Office Director may, at any time and in her or his sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract, effective 30 days after adoption or amendment, and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- q) **ESP Management Agreement or ESP Agreement** means an agreement as defined under section 553c of the Code, MCL 380.553c, that has been entered into between an ESP and the Academy Board for operation and/or management of the Academy, which has been submitted to the MAPS Charter School Office Director for review as provided in Section 11.13 and has not been disapproved by the MAPS Charter School Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.

- r) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by, or monetary contribution by an Educational Service Provider or other person or entity to, the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- s) **MAPS** means Manistee Area Public Schools, a general powers school district, formed and operating under Section 11a of the Code, MCL 380.11a, and empowered under Part 6E of the Code to issue not more than one contract for a school of excellence that is a cyber school.
- t) **MAPS Board** means the Manistee Area Public School Board of Education.
- u) **MAPS Charter Schools Hearing Panel or Hearing Panel** means such person(s) as designated by the MAPS Board pursuant to Article X of these Terms and Conditions.
- v) **MAPS Charter School Office or CSO** means the office that the MAPS Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the MAPS Board (including schools of excellence). The MAPS Charter School Office is also responsible for managing, implementing, and overseeing the MAPS Board's responsibilities with respect to the Contract.
- w) **MAPS Charter School Office Director or CSO Director** means the person designated by the MAPS Board to administer the operations of the MAPS Charter School Office, which shall be the MAPS Superintendent.
- x) **MAPS President** means the President of the MAPS Board or his or her designee.
- y) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the MAPS Board (or designee). The MAPS Board (or designee) may amend the MCRR each fiscal year or at such other times as deemed appropriate by the MAPS Board (or designee). These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract

amendment procedures under Article IX of these Terms and Conditions.

- z) **Method of Selection Resolution** means the resolution adopted by the MAPS Board providing for the method of selection, length of term, number of Academy Board members, qualification of Academy Board members and other pertinent provisions related to the Academy Board.
- aa) **Resolution** means any resolution adopted by the MAPS Board.
- bb) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.
- cc) **State Board** means the State Board of Education, established pursuant to Article 8, Section 3 of the Michigan Constitution of 1963 and MCL 388.1001, et seq.
- dd) **State School Reform/Redesign Office** means the office created within the Michigan Department of Technology, Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.554, and transferred from the Michigan Department of Technology, Management and Budget to the Michigan Department of Education by Executive Order 2017-05, and codified at MCL 388.1282.
- ee) **State School Reform/Redesign Officer** means the officer described in Section 1280c(9) of the Code, MCL 380.1280c(9), and authorized to act as the superintendent of the State School Reform/Redesign District under Section 1280c(6)(b) of the Code, MCL 380.1280c(6)(b).
- ff) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the MAPS Board of Education to Michigan Great Lakes Virtual Academy Confirming the Status of Michigan Great Lakes Virtual Academy as a School of Excellence that is a Cyber School.

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

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

Section 1.4. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.5. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

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

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

ARTICLE II ROLE OF MAPS BOARD AS AUTHORIZING BODY

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

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

Section 2.3. MAPS Board Resolutions. For purposes of this Contract, the MAPS Board has adopted the following resolutions:

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

- b) Authorizing Resolutions. The MAPS Board has adopted the Authorizing Resolution which is incorporated into this Contract as part of Schedule 1.

Section 2.4. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The MAPS Board has the responsibility to monitor the Academy Board's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the MAPS Board as outlined in the Contract and MCRR incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) To the extent permitted by law, including without limitation the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g; 34 CFR Part 99, the Academy shall provide the MAPS Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the MAPS Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- b) In the event that the MAPS Superintendent determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the MAPS Superintendent, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the MAPS Superintendent. The Academy shall pay for the expense of the evaluation. In addition, at any time, the MAPS Superintendent may require an evaluation of student performance to be selected by and at the expense of the MAPS. The Academy shall cooperate with the evaluation, including any student testing required.
- c) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the MAPS Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the MAPS Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- d) The Academy shall provide the MAPS Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than June 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the MAPS Charter

Schools Office following Academy Board approval.

- e) The Academy shall provide to the MAPS Charter Schools Office minutes of all Academy Board meetings no later than five (5) days after the approval of such meeting minutes.
- f) Within ten (10) days of receipt, the Academy shall notify the MAPS Charter Schools Office of correspondence received from the Department or State Board that requires a written or formal response.
- g) Within ten (10) days of receipt, the Academy shall report to the MAPS Charter Schools Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- h) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of MAPS. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.

Section 2.5. MAPS Board Administrative Fee. During the term of this Contract, the Academy shall pay the MAPS Board an administrative fee of 3% of the state school aid payments received by the Academy. This fee shall be retained by the MAPS Board from each state school aid payment received by the MAPS Board for forwarding to the Academy. This fee shall compensate the MAPS Board for considering the Academy's application for reauthorization, issuing the Contract, and overseeing the Academy Board's compliance with the Contract and all Applicable Law.

Section 2.6. MAPS Board as Fiscal Agent for the Academy. The MAPS Board is the fiscal agent for the Academy. The MAPS Board shall, within three (3) business days, forward to the Academy all state school aid funds or other public or private funds received by the MAPS Board for the benefit of the Academy. The MAPS Board shall retain any amount owed to the MAPS Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the MAPS Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.7. Authorization of Employment. The Academy may employ or contract with personnel according to the position information outlined in Schedule 5. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the MAPS Charter School Office for review. The MAPS Charter School Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP Management Agreement shall be effective unless and until the agreement complies with Sections 11.14 and 11.15 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv)

discipline and dismiss employees; and iv) control the employees' conduct, including the method by which the employee carries out his or her work. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of MAPS for any purpose. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. Additionally, the Academy Board shall require each individual who works at the Academy to disclose to the Academy Board any other public school or ESP at which that individual works or to which that individual provides services. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees. The Academy shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

Section 2.8. Financial Obligations of the Academy are Separate from the State of Michigan, MAPS Board and MAPS. Any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the MAPS Board, or MAPS. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the MAPS Board or MAPS shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.9. Academy Has No Power To Obligate or Bind State of Michigan, MAPS or the MAPS Board. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, the MAPS Board or MAPS, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, the MAPS Board or MAPS in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.10. Authorizing Body Contract Authorization Process. Pursuant to the Code, the MAPS Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at the end of the Contract term set forth in Section 12.15 without any further action of either the Academy or the MAPS Board. Prior to the end of the Contract term, the MAPS Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the MAPS Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the MAPS Board as the most important factor of whether to issue or not issue a new contract. The MAPS Board, at its sole discretion, may change its process and standards for issuance of a contract at any time, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the MAPS Board may

elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 2.11. MAPS Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to section 553(9) of the Code, the Uniform Condemnation Procedures Act, or other applicable statutes, it shall obtain express written permission for such acquisition from the MAPS Board. The Academy shall submit a written request to the Charter schools Office Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The MAPS Charter Schools Office Director will generate a recommendation for consideration by the MAPS Board with regard to the proposed acquisition. The request and the MAPS Charter Schools Office Director's recommendation will be submitted by the MAPS Charter Schools Office Director for the MAPS Board's consideration in accordance with the MAPS Board's generally applicable timelines and policies for the agendas of regularly scheduled MAPS committee meetings, and open session meetings of the MAPS Board. No acquisition may be made until the approval of the MAPS Board is obtained by resolution adopted at a meeting of the MAPS Board.

Section 2.12. MAPS Charter Schools Office Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the MAPS Board, as Fiscal Agent, to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the MAPS Charter Schools Office Director as designee of the MAPS Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the MAPS Charter School Office Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the MAPS Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the MAPS Charter Schools Office may request. Unless the MAPS Charter Schools Office Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the MAPS Charter Schools Office Director shall notify the Academy if the proposed transaction is disapproved. The MAPS Charter Schools Office Director may disapprove the proposed transaction if the proposed transaction violates this Contract or Applicable Law. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered

into that is disapproved by the MAPS Charter Schools Office Director. By not disapproving of the proposed transaction, the MAPS Charter Schools Office Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

ARTICLE III
REQUIREMENT THAT ACADEMY ACT SOLELY
AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental entity and shall not undertake any action inconsistent with its status as a governmental entity authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963..

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.7 (Authorization of Employment) and Section 6.14 (Matriculation Agreements) of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

Section 3.3. Academy Board Members Serve in their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office in accordance with the removal provisions found in the Resolution or Schedule 3: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the MAPS Board, and may be removed with or without cause by the MAPS Board at any time.

Section 3.4. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws; the Contracts of Public Servants With Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws; and section 1203 of the Code, MCL 380.1203. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

- a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or paid consultant of an Educational Service Provider or an employee leasing company that has an ESP agreement with the Academy;

- b) An individual simultaneously serving as an Academy Board member and an Academy employee;
- c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and
- e) An individual simultaneously serving as an Academy Board member and an employee, official, or consultant, of MAPS.

Section 3.5. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to Applicable Law and the Terms and Conditions of this Contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

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

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

Section 3.6. Academy Board Legal Counsel. Academy Board legal counsel must be independent of, and not representing the interests of the ESP or any ESP owner, director, officer, or employee.

Section 3.7. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 3.8. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office (Mich Const of 1963, art. XI, §1) with the MAPS Charter School Office. The oath must be taken before a justice, judge, or clerk of a court, or before a notary public, MCL 600.1440.

ARTICLE IV
PURPOSE

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

ARTICLE V
CORPORATE STRUCTURE OF THE ACADEMY

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

Section 5.2. Articles of Incorporation. Unless amended pursuant to Section 9.3 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the MAPS Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.3. Bylaws. Unless amended pursuant to Section 9.4 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the MAPS Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above. Under no circumstances shall the Academy's Bylaws permit a meeting of the Academy Board to be held unless at least a quorum of Academy Board members is physically present in a single location, following proper public notice of the meeting. Only to the extent consistent with this prohibition and the requirements of Michigan's Open Meetings Act may the Academy Board, in its discretion, adopt Bylaws that permit remote (telephonic or otherwise) participation by one or more members of the Academy Board in an open or closed session meeting of the Academy Board.

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

ARTICLE VI
OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the governance structure as set forth in Schedule 3 and its Bylaws. The Academy Board shall have four officer

positions: President, Vice-President, Secretary, and Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the MAPS Superintendent and the Academy.

Section 6.2. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of MAPS or the MAPS Board. MAPS shall not be required to receive any contributions or donations for the benefit of the Academy. If MAPS receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Related Measures. The Academy shall pursue the educational goals and related measures identified and contained in Schedule 7-1. Such goals and related measures may be amended pursuant to Section 9.2 of Article IX of the Terms and Conditions. The educational goals shall require demonstrated improved pupil academic achievement for all groups of pupils. Upon request, the Academy shall provide the MAPS Charter School Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s). The Academy shall document experience in delivering a quality education program that improves pupil academic achievement following the standards for quality on-line learning established by the National Association of Charter School Authorizers or other nationally recognized standards for quality on-line learning. Such documentation is included in Schedule 7-1.

Section 6.4. Curriculum. The Academy shall implement and follow the curriculum identified in Schedule 7-2. The Academy shall have flexibility in developing and proposing changes to the curriculum which may be amended pursuant to Section 9.2 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment test.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in Schedule 7-4. To the extent applicable, the pupil performance of the Academy shall be assessed using at least all applicable testing that the Code or the Contract require. The Academy shall provide the MAPS Charter School Office with copies of reports, assessments and test results, to the extent permitted by law, including without limitation the Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g; 34 CFR Part 99, concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the MAPS Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the MAPS Board may reasonably request;

- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the MAPS Charter School Office Director; and
- e) all tests required under Applicable Law.

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

Section 6.6. Staff Responsibilities. Subject to Section 2.7 of Article II of the Terms and Conditions, the MAPS Board authorizes the Academy to employ personnel or contract with an Educational Service Provider. Staff Responsibilities are included in Schedule 7-3. A copy of the Management Agreement shall be included in Schedule 7-3. A teacher who holds appropriate certification according to State Board rules will be responsible for all of the following for each course in which a pupil is enrolled:

- a) Improving learning by planned instruction;
- b) Diagnosing the pupil's learning needs;
- c) Assessing learning, assigning grades, and determining advancement; and
- d) Reporting outcomes to administrators and parents or legal guardians

Section 6.7. Admission Policy, Conditions, and Limits. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law, including reporting requirements of the Department in the form and manner prescribed. A copy of the Academy's admission policies and criteria are set forth in Schedule 7-5. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the MAPS Charter School Office that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment openings to all pupils in this state;
- b) that the Academy has made the following additional efforts to recruit pupils who are eligible for special education programs and services or English as a second language services to apply for admission:
 - (i) Reasonable efforts to advertise all enrollment openings to organizations and media that regularly serve and advocate for individuals with disabilities or children with limited English-speaking ability throughout the state; and

- (ii) Inclusion in all pupil recruitment materials of a statement that appropriate special education services and English as a second language services will be made available to pupils attending the Academy as required by law.
- c) the Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends;
- d) the Academy has given enrollment priority (in the annual lottery and on any waiting lists, if applicable) to pupils who reside in MAPS, the authorizing body; and
- e) each pupil's family has been offered a computer and a subsidy for the cost of internet access.

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

The Academy Board will abide by enrollment limits for Cyber Schools established in the Code or by the Department, including maximum enrollment limitations based on years of operation. Cyber Schools may not enroll any new pupils in the Cyber School in a school year that begins after the Department has made a determination that the combined total statewide final audited membership for all pupils in membership in Cyber Schools exceeds a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 State Fiscal Year.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law to receive full funding under the State School Aid Act. The Academy agrees to make available to the MAPS Charter Schools Office a copy of the School Calendar/School Day Schedule for each site for each academic school year no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into Schedule 7-6, without the need for an amendment under Article IX of the Terms and Conditions. Cyber Schools will make educational services available for a minimum of 1,098 hours during a school year and ensure that each pupil participates in the educational program for at least 1,098 hours during a school year. The Academy shall comply with the requirements of Code Section 1175 concerning public holidays, salaries not affected, and commemorative exercises.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate grades K-12. The Academy may seek to add additional grades and vocational programs in the future, pursuant to Section 9.2 of Article IX of the Terms and Conditions.

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

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the Academy's proposed site or sites is set forth in Schedule 7-8. To the extent applicable per MCL 380.556(1), following Academy Board and MAPS Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. With the approval of the MAPS Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 7-8 are under the direction and control of the Academy Board.

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

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

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

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law, the Contract, and applicable State Board of Education and Department of Education rules.

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

Section 6.14. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the MAPS Charter School Office for review. Any matriculation agreement entered into by the Academy shall be added as Schedule 7-9 through a contract amendment approved in accordance with Article IX of these Terms and Conditions. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.15. Postings of Accreditation Status. The Academy shall timely post (currently within 20 days after being informed by the MDE) notice to the Academy's homepage of its website disclosing the accreditation status of each school in accordance with section 1280e of the Code, MCL 380.1280e.

ARTICLE VII TUITION PROHIBITED

Section 7.1. Tuition Prohibited; Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by Applicable Law.

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

Section 8.1. Compliance with Part 6E of the Code. The Academy shall comply with Part 6E and other parts of the Code that apply to Schools of Excellence.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

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

Section 8.4. Freedom of Information Act. Pursuant to Section 553(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information act coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

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

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

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

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing of money and issuance of bonds, and in accordance with MCL 380.551(1) and 380.554a(g), the Academy shall comply with Section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to Section 1351a(4) or Section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised Municipal Finance Act, 2001 PA 34, MCL 141.2101 to 141.2821.

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

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to Charter Schools. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to Charter Schools. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

Section 8.12 Assessments and Data Collection. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools.

ARTICLE IX AMENDMENT

Section 9.1. Amendments. The MAPS Board and the Academy acknowledge that the operation and administration of a school of excellence and the improvement of educational outcomes over time may require amendment of the Contract. In order to ensure a proper balance between the need for independent development of the Academy and the statutory responsibilities of the MAPS Board as an authorizing body, the parties have established a flexible process for amending this Contract as set forth in this Article IX.

Section 9.2. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.3 (MAPS Board Resolutions) and 6.11 (Expanding Site Operations), the MAPS Board delegates to MAPS Superintendent the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.3. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon approval by the MAPS Superintendent (or designee) after review and recommendation by the MAPS legal counsel. Upon MAPS approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the MAPS Charter School Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the MAPS Charter School Office. If MAPS identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the MAPS, MAPS shall reimburse the Academy for the filing fees payable to the appropriate state agency.

Section 9.4. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the MAPS Charter School Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time MAPS identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, that provision of the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be

consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the MAPS Charter School Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.4.

Section 9.5. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved as required by applicable provisions of this Contract. If any proposed amendment conflicts with any of the MAPS Board's general policies on public school academies, including schools of excellence, the proposed amendment shall take effect only after approval by the Academy Board and the MAPS Board.

Section 9.6. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the MAPS Board, this Contract shall be altered or amended to reflect the change in existing laws as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the MAPS Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.7. Emergency Action on Behalf of MAPS Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the MAPS Board. An emergency situation shall be deemed to occur if the MAPS Charter Schools Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next board meeting of the MAPS Board. Upon the determination that an emergency situation exists, the MAPS Charter Schools Office Director may temporarily take action on behalf of the MAPS Board with regard to the Academy or the Contract, so long as such action is in the best interests of the MAPS Board and the MAPS Charter Schools Office Director consults with the MAPS Board President prior to taking the intended actions. When acting during an emergency situation, the MAPS Charter Schools Office Director shall have the authority to act on behalf of the MAPS Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the MAPS Board President; or (b) the next meeting of the MAPS Board. The MAPS Charter Schools Office Director, shall immediately report such action to the MAPS Board President for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the MAPS Board, becomes permanent.

ARTICLE X TERMINATION, REVOCATION, AND APPOINTMENT OF RECEIVER

Section 10.1. Grounds and Procedures for Termination by Academy Board. At any time and for any reason, the Academy Board may terminate this Contract with required notice to MAPS. The Academy Board shall provide written notice of intent to terminate the Contract to the MAPS Charter Schools Office Director not less than six (6) calendar months in advance of the intended effective date of termination. The MAPS Board, in its sole discretion, may waive the six (6) months' notice requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be

included with the written notice of intent to terminate. The effective date for termination of the Contract shall be the end of the current school fiscal year in which the notice is given.

Section 10.2. Termination by MAPS Board. The MAPS Board may terminate this Contract before the end of the Contract Term as follows:

- a) Termination Without Cause. Except as otherwise provided in subsections (b), (c), or (d), the MAPS Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than six (6) calendar months from the date of the MAPS Board's resolution approving such termination. The MAPS Charter Schools Office shall provide written notice of the termination to the Academy. If during the period between the MAPS Board's action to terminate and the effective date of termination the Academy violates, or is found to have violated, the Contract or Applicable Law, the MAPS Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.
- b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the MAPS Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the MAPS Board to make changes in the Contract that are not in the best interest(s) of the MAPS Board or MAPS, then the MAPS Board may terminate the Contract at the end of the Academy's school fiscal year in which the MAPS Board's decision to terminate is adopted.
- c) Termination Caused by Failure to Secure a Facility. If the MAPS Superintendent determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities, then the MAPS Board may terminate this Contract as of the last day the Academy has occupancy rights to its existing facility. Prior to termination, the MAPS Board shall work with a school district or another public school, or with a combination of these entities, to facilitate a smooth transition for the affected pupils.
- d) Automatic Termination Caused By State Closure Notice. If the State Superintendent of Public Instruction issues a closure notice pursuant to Code Section 1280g (or successor legislation), the MAPS Board will notify the Academy and may terminate this Contract at the end of the current school year pursuant to Section 10.8.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this Section.

Section 10.3. Contract Suspension. The MAPS Board's process for suspending the Contract is as follows:

- a) MAPS Superintendent Action. If the MAPS Superintendent determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of Academy staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.11, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6, or (v) has willfully or intentionally violated this Contract or Applicable Law, the MAPS Superintendent may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the MAPS Superintendent is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. A copy of the suspension notice, setting forth the ground for suspension, shall be sent to the Academy Board and to the Hearing Panel, if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the MAPS Board after a decision by the MAPS Superintendent to suspend the Contract, may be retained by the MAPS Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the MAPS Superintendent continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.6(e) and (f) of the Terms and Conditions. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the MAPS Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the

Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend the revocation of the Contract. The MAPS Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) and (g).

Section 10.4. Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.8, this Contract may also be revoked by the MAPS Board upon a determination by the MAPS Board, pursuant to the procedures set forth in Section 10.6, that one or more the following has occurred:

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

Section 10.5. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.8, the MAPS Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract, or fails to fulfill the Academy's compliance and reporting requirements;
- d) The Academy files amendments to its Articles of Incorporation with the appropriate state agency without first obtaining MAPS Board (or Designee) approval;
- e) MAPS discovers grossly negligent, fraudulent or criminal conduct by the Applicant, or the Academy's directors, officers, employees or agents in relation to their performance under this Contract;

- f) The Applicant, or the Academy's directors, officers, employees or agents have provided false or misleading information or documentation to the MAPS Board in connection with the MAPS Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the MAPS Board; or
- h) The MAPS Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any Management Agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.14 of the Terms and Conditions.

Section 10.6. MAPS Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.8, or the termination of Contract by the MAPS Board in Section 10.2, the MAPS Board's process for revoking the Contract is as follows:

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

- c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, whichever is sooner, the MAPS Charter Schools Office Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the MAPS Charter Schools Office Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the MAPS Charter Schools Office Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the MAPS Charter Schools Office Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the MAPS Charter Schools Office Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the MAPS Charter Schools Office Director shall notify the Academy Board, in writing, of such withdrawal.
- d) Plan of Correction Contents. The Plan of Correction shall include conditions to satisfy the MAPS Board's Contract reconstitution obligation. As part of the Plan of Correction, the MAPS Charter Schools Office Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy Board's authorization to contract with an Educational Service Provider; (iv) the appointment of a new Academy Board of Directors or a receiver to take over operations of the Academy; or (v) closure of an Academy site.
- Reconstitution of the Academy does not prohibit the Superintendent of Public Instruction from issuing an order directing the automatic closure of the Academy's site(s).
- e) Request for Revocation Hearing. The MAPS Charter Schools Office Director may initiate a revocation hearing before the MAPS Charter Schools Hearing Panel if the MAPS Charter Schools Office Director determines that any of the following has occurred:

- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
- ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
- iii) the Academy Board's response admits violations of the Contract or Applicable Law which the MAPS Charter Schools Office Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the MAPS Charter Schools Office Director determines that a Plan of Correction cannot be formulated;
- iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
- v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
- vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
- vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

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

- f) Hearing before MAPS Charter Schools Office Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the MAPS Charter School Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the request of the MAPS Charter Schools Office Director for Contract revocation, and to make a recommendation to the MAPS Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the MAPS Charter Schools Office Director. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between MAPS and the Academy. The MAPS Charter Schools Office Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their respective presentations to the

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

- g) MAPS Board Decision. If the Hearing Panel's recommendation is submitted to the MAPS Board at least fourteen (14) days before the MAPS Board's next regular meeting, the MAPS Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The MAPS Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The MAPS Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The MAPS Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the MAPS Board's decision shall be provided to the MAPS Charter School Office, the Academy Board, and the Michigan Department of Education.
- h) Effective Date of Revocation. If the MAPS Board votes to revoke the Contract, the revocation shall be effective on the date of the MAPS Board's act of revocation, or at a later date as determined by the MAPS Board, but no later than the last day of the Academy's current fiscal school year.
- i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the MAPS Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the MAPS Board to revoke the Contract, may be held by the MAPS Board and returned to the Michigan Department of Treasury. Provided, however, that MAPS may forward to the Academy the current fiscal year allotment of State School Aid received from the state as fiscal agent for the Academy prior to contract revocation consistent with Section 101 of the State School Aid Act, MCL 388.1701, and reimbursement of categorical expenditures incurred prior to the effective date of revocation.

- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the MAPS Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board and/or its designated representative.

Section 10.7. Appointment of Conservator. Notwithstanding any other provision of the Contract, when the MAPS Superintendent determines that conditions or circumstances exist to lead the MAPS Superintendent to believe that the health, safety, or welfare of the Academy students, property, or funds is at risk, the MAPS Superintendent, after consulting with the MAPS Board President, may take immediate action to appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the power of a Board of Directors of a school of excellence and act in the place and stead of the Academy Board. The MAPS Superintendent shall appoint the conservator for a definite term which may be extended in writing. During this appointment, the Academy Board members are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the MAPS Board for final determination at its next regularly scheduled meeting. During the period of Appointment, the Conservator shall have the following powers:

- a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- b) institute and defend board actions by or on behalf of the Academy;
- c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;
- d) hire, fire, and discipline employees of the Academy;
- e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority;
- f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay extend, rescind, renegotiate, or settle such agreements as needed; and
- g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

Section 10.8. Automatic Revocation by State of Michigan. If the MAPS Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6E (Section 561 (5)) of the Code, MCL 380.561(5), ("State's Automatic Closure Notice"), then this Contract shall be automatically revoked at the end of the current school year in which

the notice is received without any further action of the MAPS Board or the Academy. The MAPS Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the MAPS Charter Schools Office shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for wind-up and dissolution of the school of excellence corporation at the end of the current school fiscal year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.9 Academy Dissolution Account. If the MAPS Board terminates, revokes, or does not issue a new Contract to the Academy upon expiration of the current Contract term, the MAPS CSO Director shall notify the Academy that, beginning within thirty (30) days after notification of the MAPS Board decision, the MAPS Board may direct up to \$10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the MAPS CSO Director's notice, the Academy Board Treasurer shall provide the MAPS CSO Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied.

ARTICLE XI PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Student Conduct and Discipline. In accordance with section 1312(8) of the Code, MCL 380,1312(8), the Academy Board shall develop and implement a code of student conduct and shall enforce its provisions with regard to pupil misconduct in a classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school sponsored activity or event whether or not it is held on school premises.

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

- a) Property insurance covering all of the Academy's real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form), coverage must include sexual abuse and molestation coverage, which can be Occurrence or Claims Made; if this coverage is Claims Made, the Retroactive Date must be the same or

before the date of the original MAPS/MGLVA Charter Contract; if this coverage is Claims Made and the Academy goes out of business, the Academy must purchase the longest-available tail coverage;;

- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers' Compensation or Workers' Compensation without employees "if any" insurance (statutory limits) and Employers' Liability insurance with a minimum of five hundred thousand dollars (\$500,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance, including coverage for corporal punishment and sexual molestation and abuse, with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form); must include corporal punishment coverage and sexual abuse and molestation coverage.

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

The Academy shall list the MAPS Board and MAPS on the insurance policies as an additional insured on insurance coverage listed in (b), (c), (e) and (g) above. The Academy shall have a provision included in all policies requiring notice to MAPS, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the MAPS Superintendent copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the MAPS Charter Schools Office an entire copy of the insurance policies. The Academy shall not cancel existing coverage without prior written approval of the MAPS Charter Schools Office. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimums may be required depending upon academic offerings and program requirements.

The Academy understands that the MAPS's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for MAPS to

maintain insurance coverage for authorization and oversight of the Academy. In the event that the MAPS's insurance carrier requests additional changes in coverage identified in this Section 11.2, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the MAPS's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.3. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan. The Academy agrees to comply with all of the following:

- a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.121 et seq.
- b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the MAPS Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan Public School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revision, or amendment, the Academy's budget shall be submitted to the MAPS Charter Schools Office.
- c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- d) The Academy shall not adopt or operate under a deficit budget, or budget that creates a Fund Balance Deficit, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing Fund Balance Deficit, incur a Fund Balance Deficit, or adopt a current year budget that projects a Fund Balance Deficit. If the Academy has an existing Fund Balance Deficit, incurs a Fund Balance Deficit in the most recently completed school fiscal year, or adopts a current year budget that projects a Fund Balance Deficit, all of the following apply:
 - i) The Academy shall notify the Superintendent of Public Instruction and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the MAPS

Charter Schools Office.

- ii) Within thirty (30) days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent of Public Instruction in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the MAPS Charter Schools Office.
 - iii) After the Superintendent of Public Instruction approves Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
- i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
 - ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
 - iii) As required, submit to the Superintendent of Public Instruction and State Treasurer enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.4. Transportation. The Academy Board may enter into a contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students, to and from school and for field trips, to the extent permitted by Applicable Law. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.5. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.6. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the full faith and credit of MAPS or to enter into a contract that would bind MAPS. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members hereby covenant not to sue the MAPS Board, MAPS, or any of its officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. MAPS does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the MAPS Board, MAPS or any of its Board members, employees, agents, or independent contractors as a result of the issuance, termination, suspension, reconstitution, or revocation of this Contract.

Section 11.7. Lease or Deed for Proposed Single Site(s). Prior to entering into any lease agreement for real property, the Academy shall provide to the designee of the MAPS Board copies of its lease or deed for the premises in which the Academy intends to operate, in a form and manner required by the MAPS Charter Schools Office. The MAPS Charter Schools Office may disapprove a proposed lease agreement if it is contrary to the Contract, any Lease Policies that may be implemented by the MAPS Charter Schools Office, or Applicable Law. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Any lease agreement entered into by the Academy shall include (1) a term that is coterminous with the Charter Contract; and (2) a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (a) pursuant to a closure notice issued by the Department under Code Section 561 (or successor legislation); or (b) pursuant to a reconstitution by MAPS pursuant to Code Section 561 (or successor legislation) and these Terms and Conditions. The provision shall also provide that the lessor/landlord shall have no recourse against the Academy or the MAPS Board for implementing the state closure or reconstitution. Nothing in this paragraph shall prevent the lessor/landlord from receiving lease payments owed prior to site closure or reconstitution or relieve the Academy from paying any cost or expenses owed under the lease prior to site closure or reconstitution.

Section 11.8. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.8. Copies of these certificates shall be incorporated into the Schedules.

Section 11.9. Criminal Background and History Checks; Disclosure of Unprofessional Conduct; Compliance with School Safety Initiative. The Academy shall comply with the Code concerning criminal history checks and criminal background checks for all employees or individuals assigned to regularly and continuously work under contract in the Academy. For purposes of this provision, the terms "in the Academy" and "at school", as defined by way of

example in sections 1230(15)(a) and 1230a(15)(a) of the Code (MCL 380.1230(15)(a) and 380.1230a.(15)(a)), shall include the provision of instructional or counseling services to pupils or related and auxiliary services to special education pupils through online learning or otherwise on a computer or other technology, which instruction and learning may be remote from a school facility. In addition, the Academy shall comply with the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment or seeking to be assigned to regularly and continuously work under contract in the Academy.

Section 11.10. Students with Disabilities. Pursuant to Section 1701a of the Code (MCL 380.1701a) and Subsections 51a(15), (16) of the State School Aid Act (MCL 388.1651a(15), (16)), the Academy shall comply with federal and state law concerning non-discrimination on the basis of disabilities and the provision of special education programs and services at the Academy.

Section 11.11. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made not later than five (5) business days after receipt of the funds by the Academy.

Section 11.12. Nonessential Elective Courses. Before providing nonessential elective courses in accordance with section 166b of the State School Aid Act (MCL 388.1766b), the Academy Board shall obtain a written legal opinion from its attorney on whether section 166b applies to a cyber school that does not provide courses “at a public school site” and, if so, shall ensure that the Academy has sufficient documentation to qualify for pro-rated pupil membership allocations under the State School Aid Act. The provision (if any) of nonessential elective courses by the Academy shall be incorporated into this Contract as an amendment pursuant to Article IX of these Terms and Conditions.

Section 11.13. Management Agreements. The Academy may enter into a Management Agreement with an ESP for educational, administrative, managerial, or instructional services or staff for the Academy. . For the purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. The Academy Board must retain independent legal counsel to review and advise on the negotiation of the Management Agreement. Legal counsel for the Academy shall not represent the ESP or an ESP owner, director, officer, or employee. The Management Agreement must be an arms-length, negotiated agreement between and informed Academy Board and the ESP.

Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the MAPS Charter School Office in a form or manner consistent with the ESP policies of the MAPS Charter School Office, which are incorporated into and deemed part of this Contract. The MAPS Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The MAPS Charter School Office may disapprove the proposed Management

Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the MAPS Charter School Office in the same form and manner as a new Management Agreement.

Section 11.14. Required Provisions for Educational Service Provider Agreements. Any Management agreement entered into by the Academy must contain the following provisions:

“Indemnification of MAPS. The parties acknowledge and agree that MAPS, the MAPS Board of Education, and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. The ESP (and the Academy Board, to the extent permitted by law) hereby promise to indemnify and hold harmless MAPS, the MAPS Board of Education, and its members, officers, employees, agents or representatives, as third party beneficiaries, from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of MAPS, which arise out of or are in any manner connected with the MAPS Board’s approval of the Application, the MAPS Board’s consideration of or issuance of a Contract, the Academy’s preparation for and operation of a public school, or which are incurred as a result of the reliance by MAPS, the MAPS Board of Education, and its members, officers, employees, agents or representatives upon information supplied by the ESP (or by the Academy Board in reliance upon the ESP), or which arise out of the failure of the ESP to perform its obligations in compliance with the Contract issued to the Academy by MAPS Board of Education. The parties expressly acknowledge and agree that MAPS and its Board of Education members, officers, employees, agents or representatives may commence legal action against the ESP (and the Academy Board, to the extent permitted by law) to enforce its rights as set forth in this Agreement.”

“ESP Agreement Coterminous with Academy’s Contract. If the Academy’s Contract issued by the MAPS Board of Education is revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically terminate on the same date as the Academy’s Contract is revoked or terminated without further action of the parties.”

“Compliance with Academy’s Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by the MAPS Board of Education. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.”

“Amendment Caused by Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Code Section 561 (or successor legislation) or (ii) to undergo a reconstitution pursuant to Code Section 561, and the Contract Terms and Conditions, and such closure of an Academy

site or reconstitution causes an amendment to or termination of this Management Agreement, the parties agree that this Management Agreement shall be amended or terminated to implement the Academy site closure or constitution, with no cost or penalty to the Academy, and the ESP shall have no recourse against the Academy or the MAPS Board for implementing such site closure or reconstitution. Provided, however, that nothing in this provision is intended to limit the rights of the ESP under a Management Agreement to obtain payment from the Academy for services properly provided to the Academy by the ESP prior to amendment or termination of the Management Agreement pursuant to this provision.

“Compliance with Section 553c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which information is available. The ESP further agrees that within thirty (30) days of receipt of this information by the Academy Board, the ESP shall ensure that the Academy Board’s duty to I make the information available on the Academy’s website home page, in a form and manner prescribed by the Michigan Department of Education, has been satisfied. The defined terms in section 553c of the Code, MCL 380.553c, shall have the same meaning in this Agreement.”

“Compliance with Section 11.16 of Contract Terms and Conditions. The ESP shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 5 (MCCR) and Schedule 6 (Information to be Provided by Academy and ESP) of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 11.16(a) of the Terms and Conditions.”

“Appropriately Certificated Teachers and School Administrators. The ESP shall assign to the Academy appropriately certificated teachers and school administrators in compliance with Applicable Law and administrative rules and will assign non-certificated teachers and administrators only to the extent permitted by law.”

“MPERS Retirants. To enable the Academy to comply with its reporting obligations under the Michigan Public School Employees Retirement Act, 1980 PA 300, as amended, the ESP shall: (1) promptly notify the Academy in writing of the identity of any individual employed or assigned by the ESP to perform services for the Academy that is a retirant from the Michigan Public School Employees Retirement System (MPERS); and (2) provide information regarding any such individual’s wages or amounts paid and hours of service under this ESP Agreement, as necessary for the ESP to ensure satisfaction of the Academy’s duty to report on a schedule and in such manner as may be determined from time to time by the Office of Retirement Services. MCL 38.1342(6)

Section 11.15. Additional Required Provisions for Management Agreements. Management Agreements must include provisions that define the following, according to the standards set forth in Contract Schedule 6:

- a) Roles and responsibilities of the parties
- b) Services and resources provided by the ESP
- c) Fee or expense payment structure
- d) Financial control, oversight and disclosure
- e) Renewal and termination of the agreement

Section 11.16. Information Available to the Public and MAPS.

- a) Information to be Provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and MAPS in the same manner and to the same extent as is required for public schools and school districts.
- b) Information to be Provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including the information in Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 11.17. Administrator and Teacher Evaluations Systems. The Academy Board shall adopt and implement a policy requiring that a rigorous, transparent, and fair system of performance evaluation and a method of performance-based compensation be implemented and maintained for all personnel employed by the Academy or employed by an ESP and assigned under contract to work at the Academy (as defined in Section 11.9 of these Terms and Conditions), as necessary to comply with sections 1249, 1249a, 1249b, and 1250 of the Code, MCL 380.1249, 380.1249a, 380.1249b, 380.1250; provided, however, that in no event shall this section be construed to require the Academy Board to *evaluate* the performance of non-employees.

Section 11.18. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board shall not:

- a) Sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This subsection does not apply to any of the following situations:
 - i) For students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by MAPS;

- ii) Providing the information as necessary for standardized testing that measures a student's academic progress and achievement; or
 - iii) Providing the information as necessary to a person that is providing educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by MAPS.
- b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in 34 CFP 99.3.

Section 11.19. Disclosure of Information to Parents and Legal Guardians.

- a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.
- b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency, or organization. The Academy's disclosure shall include the specific information that was disclosed, name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:
 - i) to the Department or CEPI;
 - ii) to the student's parent or legal guardian;
 - iii) by the Academy to MAPS or to the educational management organization with which the Academy has an educational service provider agreement that has not been disapproved by MAPS;
 - iv) by the Academy or the Academy's intermediate school district or another intermediate school district providing services to the Academy or the Academy's students pursuant to a written agreement.

- v) to the Academy by the Academy's intermediate school district or another intermediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
 - vi) to the Academy by MAPS;
 - vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is at least 18 years of age;
 - viii) to a person, agency or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
 - ix) as necessary for standardized testing that measures a student's academic progress and achievement; or
 - x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."
- c) If the Academy considers it necessary to make redacted copies of all or part of a student's education records in order to protect personally identifiable information of another student, the Academy shall not charge the parent or legal guardian for the cost of those redacted copies.
 - d) The terms "educational records," "personally identifiable information," and "directory information" shall have the same meaning as defined in MCL 380.1136(8)(g) and 34 CFR 99.3.

Section 11.20. List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian.

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

- iii) Present the opt-out form to each student's parent or guardian within the first thirty (30) days of the school year and at other times upon request.
 - iv) If an opt-out form is signed and submitted to the Academy by a student, if 18 years of age, or a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.
- b) The terms "directory information" shall have the same meaning as defined in (MCL 380.1136(8)(g) and 34 CFR 99.3.

Section 11.21. Confidential Address Restrictions. The Academy shall not disclose the confidential address of a student if the student or the student's parent or legal guardian has obtained a participation card issued by the department of the attorney general under the address confidentiality program act and the parent or legal guardian provides notice of the participation card, in a form and manner prescribed by the Michigan Department of Education. The term "confidential address" shall have the meaning prescribed in MCL 380.1136.

Section 11.22 Partnership Agreement. If an Academy site is identified on the list of lowest performing schools prepared by the Department and the Superintendent of Public Instruction proposes a Partnership Agreement with the Academy, the Academy shall work with the MAPS Charter Schools Office to finalize an agreement that is acceptable to the Department, the Academy, and the MAPS Charter Schools Office. The Partnership Agreement shall be incorporated into this Contract by amendment pursuant to Article IX of these Terms and Conditions and shall be included as Schedule 8. The Contract amendment shall include any other amendments to this Contract that are required to ensure the Partnership Agreement is consistent with this Contract. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 11.23. Data Breach Response Plan. Within one year after the effective date of this Contract, the Academy Board shall design and implement a comprehensive data breach response plan. The data breach response plan should be made available to Academy personnel and any Educational Service Provider contracting with the Academy. The data breach response plan should be updated periodically by the Academy Board to address changes in data threat assessments and changes in applicable state and federal privacy laws.

Section 11.24 K to 3 Reading. If the Academy offers kindergarten through third grade, the Academy Board shall comply with section 1280f of the Code, MCL 380.1280f. The Academy shall ensure that all required actions, notices and filings required under section 1280f, MCL 380.1280f, are timely completed. The Master Calendar shall be updated to include the requirements set forth in section 1280f, MCL 380.1280f.

Section 11.25. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1308 of the

Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under section 1313 of the Code, MCL 380.1313.

Section 11.26. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, either of the following: (i) an incident involving a crime that must be reported under section 1310a(2) of the Code, MCL 380.1310a(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under section 1310a(2) of the Code, MCL 380.1310a(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 11.27. Academy Emergency Operations Plan.

- a) Beginning in the 2019-2020 school year, and at least biennially thereafter, the Academy shall, in conjunction with at least 1 law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the Academy's emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the Academy's statewide school safety information policy, as applicable.
- b) Throughout the term of this Agreement, the Academy shall either (i) have developed an emergency operations plan for each school building, including recreational structure or athletic field, operated by the Academy with input from the public; or (ii) have adopted a statewide school safety information policy under section 1308 of the Code, MCL 380.1308. The emergency operations plan or statewide school safety information policy shall comply with section 1308b(3) of the Code, MCL 380.1308b(3). Within thirty (30) days, the Academy shall provide to the Department, in a form and manner determined by the Department, notice of the adoption of an emergency operations plan or the completion of an emergency operations plan review, as applicable.

Section 11.28. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 11.29. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first

responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 11.30. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

- a) prepare and submit to the Superintendent, in a form and manner prescribed by the Superintendent, a report stating the number of pupils expelled from the Academy during the immediately preceding school year, with a brief description of the incident causing each expulsion;
- b) post on its website, in a form and manner prescribed by the Superintendent, a report on the incidents of crime occurring at schools operated by the Academy. Each school building shall collect and keep current on a weekly basis the information required for the website report, and must provide that information, within seven (7) days upon request; and
- c) make a copy of the report on the incidents of crime, disaggregated by school building, available to the parent or legal guardian of each pupil enrolled in the Academy.

ARTICLE XII GENERAL TERMS

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

If to MAPS Board:

TIME-SENSITIVE
Board of Education
Manistee Area Public Schools
Attn: Superintendent
550 Maple Street
Manistee, Michigan 49660

If to the Academy:

Board of Directors
Michigan Great Lakes Virtual Academy
50 Filer Street, Suite 324
Manistee, Michigan 49660

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

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

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

Section 12.5. Assignment. This Contract is not assignable by either party, except as permitted by agreement of the parties, with approval of the MAPS Board, by amendment of this Contract pursuant to Article IX of these Terms and Conditions.

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

Section 12.7. Indemnification. As a condition to receiving a grant of authority from the MAPS Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees, to the extent permitted by law, to indemnify and hold harmless MAPS, the MAPS Board, and its members, officers, employees, agents or representatives from and against all claims, demands, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees), settlement and prosecution imposed upon or incurred by MAPS, and not caused by the sole negligence of MAPS, which arise out of or are in any manner connected with the MAPS Board's receipt, consideration or approval of the Application, the MAPS Board's approval of the Method of Selection Resolution or the Authorizing Resolution, legal challenges to the validity of Part 6E of the Code or actions taken by the MAPS Board as an authorizing body under Part 6E of the Code, the MAPS Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of MAPS, the MAPS Board, or its members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to comply with the Contract or Applicable Law. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence

Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and MAPS. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.11. Non-agency. It is understood that the Academy is not the agent of MAPS.

Section 12.12. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.13. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court for Manistee County, the Michigan Court of Claims, or the United States District Court for the Western District of Michigan. The parties hereby irrevocably accept for themselves and in respect to their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such part, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum *non convenient* or to object to venue to the extent any proceeding is brought in accordance with this Section 12.13. This Section 12.13 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.6 of these Terms and Conditions.

Section 12.14. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.15. Term of Contract. This Contract shall commence on July 1, 2023 and shall remain in full force and effect for seven (7) years until June 30, 2030, unless revoked or terminated sooner according to the terms hereof.

Section 12.16. Survival of Provisions. The terms, provisions, and representations contained in Sections 11.2 (Insurance), Section 11.6 (Covenant Not to Sue), Section 11.18 (Student Privacy), and Section 12.7 (Indemnification), and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract, shall survive.

Section 12.17 Termination of Responsibilities. Upon termination or revocation of this Contract, the MAPS Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Provided, however that MAPS shall forward to the Academy the current fiscal year allotment of State School Aid received from the State as fiscal agent for the Academy for the hours of pupil instruction provided by the Academy prior to contract revocation consistent with section 101 of the State School Aid Act, MCL 388.1701, and reimbursement of categorical expenditures incurred prior to the effective date of revocation, provided that not less than 1,098 hours of instruction were provided by appropriately certificated teachers to each pupil claimed in membership in compliance with MCL 380.553a(2)(b).

Section 12.18. Disposition of Academy Assets upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable Law, including without limitation section 18b of the State School Aid Act, MCL 388.1618b.

Section 12.19. MAPS Policies on Public School Academies. Policies adopted or amended after execution of this Agreement, by the MAPS Board or the MAPS Charter Schools Office Director, regarding public school academies (defined to include schools of excellence, cyber schools, and strict discipline academies) shall apply immediately and automatically, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the MAPS Board or the MAPS Charter Schools Office Director shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the MAPS Charter Schools Office on the proposed policies before such policies shall become effective.

As the designated representative of the Manistee Area Public Schools Board of Education, I hereby authorize this issuance of a Contract to the Academy to operate as a School of Excellence on the dates set forth above.

MANISTEE AREA PUBLIC SCHOOLS
BOARD OF EDUCATION

By:  6-13-23
Ronald J. Stone, President Superintendent

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

Michigan Great Lakes Virtual Academy

By: 

President, Academy Board of Directors

Schedule 1

Reauthorization Resolution

Amendment to Method of Selection Resolution

**MANISTEE AREA PUBLIC SCHOOLS
REAUTHORIZATION RESOLUTION
MICHIGAN GREAT LAKES VIRTUAL ACADEMY (MGLVA)**

A regular meeting of the Board of Education ("Board") of the Manistee Area Public Schools ("MAPS" or the "District"), was held in the Manistee Middle/High School MEDIA CENTER/LIBRARY located at 525 Twelfth Street, in the City of Manistee, County of Manistee, State of Michigan, on Wednesday, March 8, 2023, at 7 o'clock in the evening.

The meeting was called to order by ~~President Theresa Anderson~~: VICE PRESIDENT, JUSTINE SLAWINSKI

Members Present: SHELLEY PAUL JOHNSON, PAUL WEHRMEISTER, JIM THOMPSON, PAUL ANTAL, M.D., JUSTINE SLAWINSKI

Members Absent: THERESA ANDERSON, ASHLEY SENSABAUGH

The following preamble and resolution were offered by Member PAUL ANTAL, M.D., and supported by Member PAUL WEHRMEISTER:

WHEREAS:

A. The MAPS Board is authorized under Michigan Revised School Code ("Code") Sections 551(2)(a)(i) and 552(2) to issue not more than one contract conferring certain rights, franchises, privileges, and obligations on a school of excellence to operate as a cyber school under Part 6E of the Code, and confirming the status of that cyber school as a public school in this state, MCL 380.551(2)(a)(i), (d) and 380.552(2); and

B. Effective July 1, 2013, the MAPS Board first issued to Michigan Great Lakes Virtual Academy ("MGLVA" or the "Academy") a charter contract confirming the status of MGLVA as a school of excellence that is a cyber school, and effective July 1, 2018, the MAPS Board reauthorized MGLVA to operate as a cyber school for an additional five-year term ("2018 Contract").

C. The 2018 Contract will expire on June 30, 2023, and the Academy has asked the MAPS Board to issue a new contract confirming the status of MGLVA as a school of excellence that is a cyber school for an additional term beginning July 1, 2023.

D. The MAPS Administration has completed its evaluation and assessment of the Academy's operations and performance related to the 2018 Contract, including consideration of demonstrated measurable progress toward achieving the educational goals and related measures identified in the Contract, and the MAPS Administration recommends that the MAPS Board issue a new contract confirming the status of the Academy as a school of excellence that is a cyber school for a term not to exceed seven (7) years, beginning July 1, 2023.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The MAPS Board takes the following action related to issuing to the Academy a Contract Confirming the Status of Michigan Great Lakes Virtual Academy as a School of Excellence that is a Cyber School and Related Documents ("Reauthorization Contract"):
 - a. The MAPS Board approves the form and content of the revised Terms and Conditions as submitted to and reviewed by the MAPS Board (Attachment A).
 - b. The MAPS Board approves and authorizes the issuance of the Reauthorization Contract for a seven-year term commencing July 1, 2023 and terminating not later than June 30, 2030, subject to satisfaction of the conditions set forth in this Resolution, and delegates authority to Ronald J. Stoneman, MAPS Superintendent and Board Designee, to execute the Reauthorization Contract (including related Schedules) issued by the MAPS Board to the Academy, provided that, before execution of the Reauthorization Contract, the MAPS Administration affirms the following:
 - i. That all terms of the Reauthorization Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Reauthorization Contract; and
 - ii. That the Terms and Conditions document of the Reauthorization Contract as executed is substantially in the form hereby presented for approval by the MAPS Board, with the only changes being cosmetic (for example, formatting, typographical errors) or other non-substantive corrections, made in consultation with legal counsel for the MAPS Board and in the best interests of the District.
 - iii. That all Schedules to the Charter Contract comply with applicable law and operational realities.
2. The MAPS Board takes the following action related to the MGLVA Board of Directors.
 - a. The following Academy Board members shall continue to serve in their current positions until the end of their respective terms in office:
 - David Ohman (term ending June 30, 2025)
 - Ronald P. Villamaria, Pharm. D. (term ending June 30 2025)
 - Amy J. Wojciechowski, Ph.D (term ending June 30, 2024)

- b. The following Academy Board member is reappointed for another 3-year term commencing July 1, 2023:
 - Nicholas P. Jaskiw
- c. All subsequent Academy Board appointments shall be made in accordance with the MAPS Board's method of selection resolution, as adopted on April 1, 2013 and amended on May 9, 2018, and as may be further amended from time to time.

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

I, the undersigned, as Secretary of the Manistee Area Public Schools Board of Education, do hereby certify that the foregoing Resolution constitutes a true and complete copy of a resolution, the original of which is part of the Board's minutes, that was adopted by the Manistee Area Public Schools Board of Education at a public meeting held on March 8, 2023, with notice of the meeting having been given to the public pursuant to the provisions of the Michigan Open Meetings Act, 1976 P.A. 267, as amended, with a vote of:

Ayes: SHELLEY PAUL JIM PAUL JUSTINE
JOHNSON, WEHRMEISTER, THOMPSON, ANTAL, M.D., SLAWINSKI

Nays: NONE

Abstaining: NONE

Absent: THERESA ASHLEY
ANDERSON, SENSABAUGH

By: Shelley Johnson
Shelley Johnson, Secretary

MANISTEE AREA PUBLIC SCHOOL
BOARD OF EDUCATION
RESOLUTION

CERTIFIED COPY OF RESOLUTION ADOPTED BY THE MANISTEE AREA
PUBLIC SCHOOLS BOARD OF EDUCATION ("MAPS BOARD") ON APRIL 1,
2013

Resolutions Authorizing Michigan Great Lakes Virtual Academy (the
"Academy") as a Michigan Public School Academy; Appointing the Directors of
the Academy; and, Establishing the Initial Terms of Office of the Directors.

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

WHEREAS , according to this legislation, the MAPS Board, as the governing body of a local school district, is an authorizing body empowered to issue Contracts to organize and operate public school academies; and

WHEREAS, the MAPS Board desires to authorize a cyber-charter school pursuant to and in compliance with Section 6E of the Revised School Code, as amended, and in doing so shall apply the application review criteria for quality online learning as adopted and/or recommended by the National Association of Charter School Authorizers.

WHEREAS, the MAPS Board having reviewed the application according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for the Academy, located at The Briny Building, 50 Filer Street, Suite F, Manistee, Michigan, 49660, submitted under Section 502 of the Revised School Code, meets the MAPS Board requirements and the requirements of applicable law, is therefore approved;
2. That MAPS established the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the Public school academy application, the public school academy applicant shall propose to the Director of MAPS Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of

the proposed public school academy. When the Director recommends an initial Contract for approval to the MAPS Board, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the MAPS Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the MAPS Charter Schools Office.

- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the MAPS Board for appointment. The MAPS Board shall have the sole and exclusive right to appoint members to the Academy Board.
 - c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with MAPS Board President's approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the MAPS Board when a regular appointment may be made by the MAPS Board. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when an Academy Board cannot reach a quorum, when the MAPS Board determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the MAPS Charter Schools Office including, but not limited to, MAPS Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a

company or other entity that Contracts with the Academy; and (f) not be an employee or representative of MAPS or be a member of the MAPS Board.

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

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

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation . A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director send confirmation for resigning Academy Board member.
7. Vacancy: An Academy Board position shall be considered vacancy when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated
8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as recommended from time to time by the Academy Board, subject to the determination and approval of the MAPS Board.

10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

# of Academy Board positions	# required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

11. Manner of Acting: The Academy Board shall be considered to have "acted" when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

# of Academy Board positions	# required for Quorum	#required to act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

12. Initial Members of the Board of Directors: The MAPS Board appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

Edward Palsrok	1 year term expiring June 30, 2014
Melissa Reed	2 year term expiring June 30, 2015
Sandra Schalow	2 year term expiring June 30, 2015
Daniel Nolf	3 year term expiring June 30, 2016
David Ohman	3 year term expiring June 30, 2016

13. The MAPS Board approves and authorizes the execution of a Contract to charter a public school academy to the Academy and authorizes MAPS Superintendent or designee to issue a Contract to a charter a public school academy and related documents ("Contract") to the Academy for an initial term of five (5) years, provided that, before execution of the Contract, the MAPS superintendent or designee affirms that all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.

14. Within ten days after the MAPS Board issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall,

within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving a issuing the Contract, the MAPS Board is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the MAPS Board issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the MAPS Board, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy .

IN WITNESS WHEREOF , I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 11th day of April, 2013 .

Shelley Johnson
Shelley Johnson
Manistee Area Public Schools
Board of Education

**MANISTEE AREA PUBLIC SCHOOLS
AMENDMENT TO METHOD OF SELECTION RESOLUTION**

A **Regular** meeting of the Board of Education ("Board") of the Manistee Area Public Schools ("MAPS" or the "District"), was held in the **Gymnasium of Jefferson Elementary School, 515 Bryant Avenue**, in the City of Manistee, County of Manistee, State of Michigan, on the **9th** day of May, 2018 at 7 o'clock in the evening.

The meeting was called to order by President Paul Antal, M.D.

Members Present: PAUL ANTAL, M.D., PAUL WEHRMEISTER, JIM THOMPSON, SHELLEY JOHNSON,
DALE SPARKS DANIELA THOMAS, RICHARD EDMONDSON

Members Absent: *A*

The following preamble and resolution were offered by Member JIM THOMPSON and supported by Member DALE SPARKS:

WHEREAS:

- A. The MAPS Board adopted a resolution on or about April 1, 2013, to establish the method of selection, length of term and number of members of the Academy's Board of Directors; and
- B. The MAPS Board has determined to amend that resolution, in part.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Paragraph No. 4 of the Method of Selection Resolution (Oath/Acceptance of Office/Voting Rights), adopted by the MAPS Board on or about April 1, 2013, is amended and restated to provide as follows:

Oath/Acceptance of Office/Voting Rights: Following appointment by the MAPS Board, Academy Board Appointees may begin their legal duties, including the right to vote, only after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office (Mich Const 1963, art. XI, §1) administered before a justice, judge, clerk of a court, or notary public.

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

I, the undersigned, as Secretary of the Manistee Area Public Schools Board of Education, do hereby certify that the foregoing Resolution constitutes a true and complete copy of a resolution, the original of which is part of the Board's minutes, that was adopted by the Manistee Area Public Schools Board of Education at a public meeting held on May 9, 2018, with notice of the meeting having been given to the public pursuant to the provisions of the Michigan Open Meetings Act, 1976 P.A. 267, as amended, with a vote of:

Ayes: JIM THOMPSON, DANIELA THOMAS, PAUL WEHRMEISTER,

PAUL ANTAL, M.D., SHELLEY JOHNSON, DALE SPARKS, RICHARD EDMONDSON

Nays: *A*

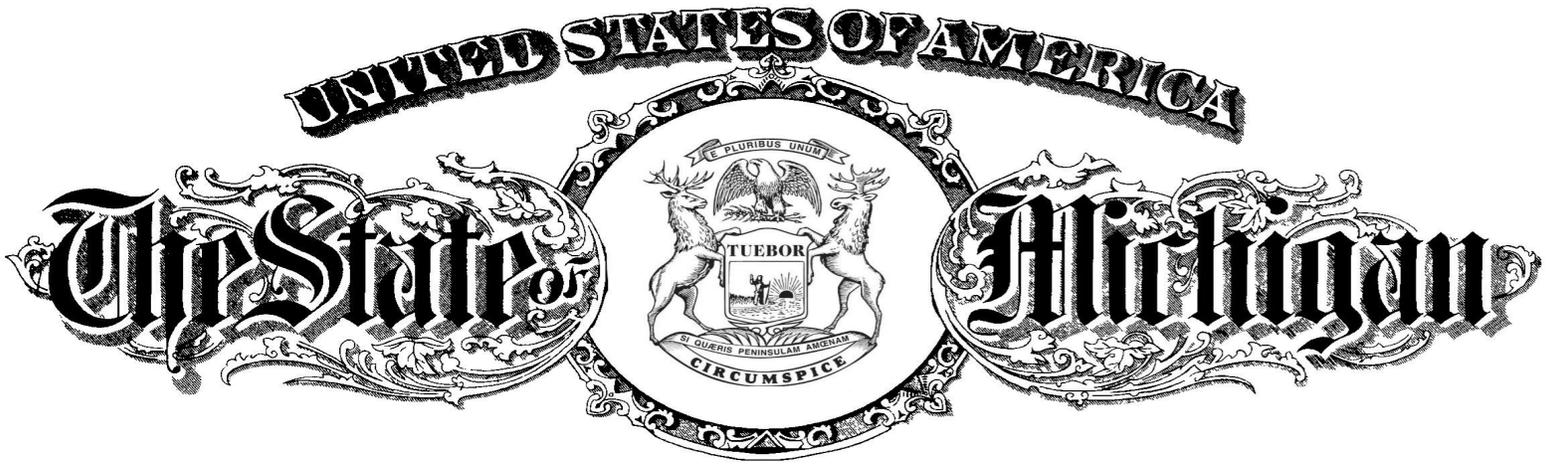
Absent: *A*

By: Shelley Johnson
Shelley Johnson, Secretary

Schedule 2

Restated Articles of Incorporation

2023 Certificate of Good Standing



Lansing, Michigan

This is to Certify That

MICHIGAN GREAT LAKES VIRTUAL ACADEMY

was validly Incorporated on July 17 , 2012 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

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

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



Sent by electronic transmission

Certificate Number: 23050366601

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 16th day of May , 2023.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF INCORPORATION
for

MICHIGAN GREAT LAKES VIRTUAL ACADEMY

ID Number: 800934331

received by electronic transmission on May 11, 2023 ***, is hereby endorsed.***

Filed on May 16, 2023 ***, by the Administrator.***

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 16th day of May, 2023.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



Form Revision Date 07/2016

RESTATED ARTICLES OF INCORPORATION

For use by DOMESTIC NONPROFIT CORPORATION

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

The identification number assigned by the Bureau is:

800934331

The present name of the corporation is:

MICHIGAN GREAT LAKES VIRTUAL ACADEMY

All former names of the corporation are:

GREAT LAKES EDUCATION INITIATIVE

The date of filing the original Articles of Incorporation was:

7/17/2012

ARTICLE I

The name of the corporation is:

MICHIGAN GREAT LAKES VIRTUAL ACADEMY

ARTICLE II

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

1. The Corporation is organized exclusively for charitable and educational purposes, including for such purposes as the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the United States Internal Revenue Code ("IRC"), or corresponding section of any future federal tax code.

2. The Corporation is further organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6E of the Revised School Code, Public Act 451 of 1976, as amended, MCL 380.551 to 380.561 (the "Code"). Specifically, the Corporation intends to operate a school of excellence which is a cyber school pursuant to Part 6E of the Code.

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

ARTICLE III

The Corporation is formed upon Non Stock basis.

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

If formed on a nonstock basis, the corporation is to be financed under the following general plan:

a. State school aid payments received pursuant to The State School Aid Act of 1979, Public Act 94 of 1979, as amended, MCL 388.1601 to 388.1772, or any successor law.

b. Federal funds.

c. Donations.

d. Fees and charges permitted to be charged by public school academies.

e. Other money lawfully received.

The Corporation is formed on a basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: KENDALL SCHROEDER
2. Street Address: 50 FILER STREET
Apt/Suite/Other: SUITE 324
City: MANISTEE
State: MI Zip Code: 49660-2788

3. Registered Office Mailing Address:

P.O. Box or Street Address: 50 FILER STREET
Apt/Suite/Other: SUITE 324
City: MANISTEE
State: MI Zip Code: 49660-2788

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

ARTICLE V

THE CORPORATION IS A GOVERNMENTAL ENTITY. THE AUTHORIZING BODY FOR THE MICHIGAN GREAT LAKES VIRTUAL ACADEMY (THE "CORPORATION") IS: MANISTEE AREA PUBLIC SCHOOLS BOARD OF EDUCATION (THE "MAPS BOARD").

ARTICLE VI

THE CORPORATION AND ITS INCORPORATORS, BOARD MEMBERS, OFFICERS, EMPLOYEES, AND VOLUNTEERS HAVE GOVERNMENTAL IMMUNITY AS PROVIDED IN SECTION 7 OF PUBLIC ACT 170 OF 1964, AS AMENDED, MCL 691.1407.

ARTICLE VII

THE METHOD OF SELECTION, LENGTH OF TERM, AND THE NUMBER OF MEMBERS OF THE BOARD OF DIRECTORS OF THE CORPORATION SHALL BE AS PRESCRIBED BY A RESOLUTION OF THE MAPS BOARD AS REQUIRED BY THE CODE.

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

A. NO MEMBER OF THE BOARD OF DIRECTORS OF THE CORPORATION AND NO VOLUNTEER OFFICER SHALL BE PERSONALLY LIABLE TO THIS CORPORATION OR TO ITS MEMBERS, IF ANY, FOR MONEY DAMAGES FOR ANY ACTION TAKEN OR ANY FAILURE TO TAKE ANY ACTION AS A DIRECTOR OR VOLUNTEER OFFICER, EXCEPT LIABILITY FOR ANY OF THE FOLLOWING:

1. THE AMOUNT OF A FINANCIAL BENEFIT RECEIVED BY A DIRECTOR OR VOLUNTEER OFFICER TO WHICH HE OR SHE IS NOT ENTITLED.
2. INTENTIONAL INFLICTION OF HARM ON THE CORPORATION, ITS SHAREHOLDERS, OR MEMBERS.
3. A VIOLATION OF SECTION 551 OF THE MICHIGAN NONPROFIT CORPORATION ACT (THE "ACT").
4. AN INTENTIONAL CRIMINAL ACT.
5. A LIABILITY IMPOSED UNDER SECTION 497(A) OF THE ACT.

B. THE CORPORATION HEREBY ASSUMES THE LIABILITY FOR ALL ACTS OR OMISSIONS OF ANY DIRECTOR WHO IS A VOLUNTEER DIRECTOR AS DEFINED IN THE ACT OR VOLUNTEER OFFICER OCCURRING AFTER FILING THESE ARTICLES OF INCORPORATION, IF ALL OF THE FOLLOWING ARE MET:

1. THE VOLUNTEER DIRECTOR OR OFFICER WAS ACTING OR REASONABLY BELIEVED HE OR SHE WAS ACTING WITHIN THE SCOPE OF HIS OR HER AUTHORITY.
2. THE VOLUNTEER DIRECTOR OR OFFICER WAS ACTING IN GOOD FAITH.
3. THE VOLUNTEER DIRECTOR'S OR OFFICER'S CONDUCT DID NOT AMOUNT TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT.
4. THE VOLUNTEER DIRECTOR'S OR OFFICER'S CONDUCT WAS NOT AN INTENTIONAL TORT.
5. THE VOLUNTEER DIRECTOR'S OR OFFICER'S CONDUCT WAS NOT A TORT ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A MOTOR VEHICLE FOR WHICH TORT LIABILITY MAY BE IMPOSED AS PROVIDED IN SECTION 3135 OF THE INSURANCE CODE OF 1956, ACT NO. 218 OF THE PUBLIC ACTS OF 1956, BEING SECTION 500.3135 OF THE MICHIGAN COMPILED LAWS.

PROVIDED, HOWEVER, IF THE CORPORATION OBTAINS TAX EXEMPT STATUS UNDER SECTION 501(C)(3) OF THE IRC, THAT THE CORPORATION SHALL NOT BE CONSIDERED TO HAVE ASSUMED ANY LIABILITY OF A VOLUNTEER OFFICER TO THE EXTENT SUCH ASSUMPTION IS INCONSISTENT WITH THE STATUS OF THE CORPORATION AS AN ORGANIZATION DESCRIBED IN SECTION 501(C)(3) OF THE IRC OR RESULTS IN THE IMPOSITION OF TAX UNDER SECTION 4958 OF THE CODE.

C. IF THE ACT IS AMENDED AFTER FILING THESE ARTICLES OF INCORPORATION TO AUTHORIZE THE FURTHER ELIMINATION OR LIMITATION OF THE LIABILITY OF DIRECTORS OR OFFICERS OF NONPROFIT CORPORATIONS, THEN THE LIABILITY OF DIRECTORS AND OF OFFICERS OF THE CORPORATION, IN ADDITION TO THE LIMITATION, ELIMINATION AND ASSUMPTION OF PERSONAL LIABILITY CONTAINED IN THIS ARTICLE IX, SHALL BE ASSUMED BY THE CORPORATION OR ELIMINATED OR LIMITED TO THE FULLEST EXTENT PERMITTED BY THE ACT AS SO AMENDED, EXCEPT TO THE EXTENT SUCH LIMITATION, ELIMINATION OR ASSUMPTION OF LIABILITY IS INCONSISTENT WITH THE STATUS OF THE CORPORATION AS AN ORGANIZATION DESCRIBED IN SECTION 501(C)(3) OF THE IRC, IF THE CORPORATION OBTAINS SUCH STATUS, OR RESULTS IN THE IMPOSITION OF TAX UNDER SECTION 4958 OF THE CODE. NO AMENDMENT OR REPEAL OF THIS ARTICLE X SHALL APPLY TO OR HAVE ANY EFFECT ON THE LIABILITY OR ALLEGED LIABILITY OF ANY DIRECTOR OR OFFICER OF THIS CORPORATION FOR OR WITH RESPECT TO ANY ACTS OR OMISSIONS OF SUCH DIRECTOR OR OFFICER OCCURRING PRIOR TO THE EFFECTIVE DATE OF ANY SUCH AMENDMENT OR REPEAL.

ARTICLE XI

NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF OR BE DISTRIBUTABLE TO ITS BOARD, DIRECTORS, OFFICERS OR OTHER PRIVATE PERSONS, OR ORGANIZATION ORGANIZED AND OPERATED FOR A PROFIT (EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN THE FURTHERANCE OF THE PURPOSES SET FORTH IN ARTICLE II OF THESE RESTATED ARTICLES OF INCORPORATION). NOTWITHSTANDING ANY OTHER PROVISION OF THESE RESTATED ARTICLES OF INCORPORATION, THE CORPORATION SHALL NOT CARRY ON ANY OTHER ACTIVITIES NOT PERMITTED TO BE CARRIED ON BY A GOVERNMENTAL ENTITY EXEMPT FROM FEDERAL INCOME TAX UNDER SECTION 115 OF THE IRC, OR COMPARABLE PROVISIONS OF ANY SUCCESSOR LAW.

TO THE EXTENT PERMITTED BY LAW, UPON THE DISSOLUTION OF THE CORPORATION, THE BOARD SHALL AFTER PAYING OR MAKING PROVISION FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, DISPOSE OF ALL OF THE ASSETS OF THE CORPORATION IN COMPLIANCE WITH STATE SCHOOL AID ACT SECTION 18B (MCL 388.1618B) AND THE DISSOLUTION OF CHARITABLE PURPOSE CORPORATIONS ACT (MCL 450.251-253) FOR FORWARDING TO THE STATE SCHOOL AID FUND ESTABLISHED UNDER ARTICLE IX, SECTION 11 OF THE CONSTITUTION OF THE STATE OF MICHIGAN OF 1963, AS AMENDED.

ARTICLE XII

THESE RESTATED ARTICLES OF INCORPORATION SHALL NOT BE AMENDED EXCEPT BY THE PROCESS PROVIDED IN THE CONTRACT ISSUED TO THE CORPORATION BY THE MAPS BOARD.

ARTICLE XIII

THE DEFINITIONS SET FORTH IN THE TERMS AND CONDITIONS INCORPORATED AS PART OF THE CONTRACT SHALL HAVE THE SAME MEANING IN THESE RESTATED ARTICLES OF INCORPORATION.

COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS, OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

jm (b) These Restated Articles of Incorporation were duly adopted on 3/16/2023, in accordance with the provisions of Section 641 of the Act: (select one of the following)

This document must be signed by an authorized officer or agent:

jm were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 11th Day of May, 2023 by:

Signature	Title	Title if "Other" was selected
DAVID OHMAN	Other	President, Michigan Great Lakes Virtual Academy
Ronald Stoneman	Other	Superintendent, Manistee Area Public Schools Board of Educat

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

 Decline  Accept

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received	(FOR BUREAU USE ONLY)
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.
Name	
Address	
City	State
ZIP Code	
EFFECTIVE DATE:	

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

**RESTATED ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations**

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

1. The present name of the corporation is: Michigan Great Lakes Virtual Academy
2. The identification number assigned by the Bureau is: 800934331
3. All former names of the corporation are: Great Lakes Education Initiative, Inc.
4. The date of filing for the original Articles of Incorporation was: July 17, 2012

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the corporation is: Michigan Great Lakes Virtual Academy.

ARTICLE II

The purpose or purposes for which the Corporation is organized are:

1. The Corporation is organized exclusively for charitable and educational purposes, including for such purposes as the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the United States Internal Revenue Code (“IRC”), or corresponding section of any future federal tax code.

2. The Corporation is further organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6E of the Revised School Code, Public Act 451 of 1976, as amended, MCL 380.551 to 380.561 (the “Code”). Specifically, the Corporation intends to operate a school of excellence which is a cyber school pursuant to Part 6E of the Code.

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

ARTICLE III

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

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

- a. State school aid payments received pursuant to The State School Aid Act of 1979, Public Act 94 of 1979, as amended, MCL 388.1601 to 388.1772, or any successor law.
- b. Federal funds.
- c. Donations.
- d. Fees and charges permitted to be charged by public school academies.
- e. Other money lawfully received.

ARTICLE IV

The address of the registered office is: 50 Filer Street, Suite 324, Manistee, MI 49660.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is Kendall Schroeder.

ARTICLE V

The Corporation is a governmental entity. The authorizing body for the Michigan Great Lakes Virtual Academy (the "Corporation") is: Manistee Area Public Schools Board of Education (the "MAPS Board").

ARTICLE VI

The Corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Public Act 170 of 1964, as amended, MCL 691.1407.

ARTICLE VII

The method of selection, length of term, and the number of members of the Board of Directors of the Corporation shall be as prescribed by a resolution of the MAPS Board as required by the Code.

ARTICLE VIII

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

ARTICLE IX

The officers of the Corporation shall be a President, Vice President, Secretary and a Treasurer, each of whom shall be a member of the Board of Directors and shall be selected by the Board of Directors of the Corporation. The Board of Directors may select one or more assistants to the Secretary or Treasurer, and may also appoint such other agents as it deems necessary for the transaction of the business of the Corporation.

ARTICLE X

A. No member of the Board of Directors of the Corporation and no volunteer officer shall be personally liable to this Corporation or to its members, if any, for money damages for any action taken or any failure to take any action as a director or volunteer officer, except liability for any of the following:

1. The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled.

- | |
|--|
| |
|--|
2. Intentional infliction of harm on the Corporation, its shareholders, or members.
 3. A violation of section 551 of the Michigan Nonprofit Corporation Act (the "Act").
 4. An intentional criminal act.
 5. A liability imposed under section 497(a) of the Act.

B. The Corporation hereby assumes the liability for all acts or omissions of any director who is a volunteer director as defined in the Act or volunteer officer occurring after filing these Articles of Incorporation, if all of the following are met:

1. The volunteer director or officer was acting or reasonably believed he or she was acting within the scope of his or her authority.
2. The volunteer director or officer was acting in good faith.
3. The volunteer director's or officer's conduct did not amount to gross negligence or willful and wanton misconduct.
4. The volunteer director's or officer's conduct was not an intentional tort.
5. The volunteer director's or officer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts of 1956, being Section 500.3135 of the Michigan Compiled Laws.

Provided, however, if the Corporation obtains tax exempt status under Section 501(c)(3) of the IRC, that the Corporation shall not be considered to have assumed any liability of a volunteer officer to the extent such assumption is inconsistent with the status of the corporation as an organization described in Section 501(c)(3) of the IRC or results in the imposition of tax under Section 4958 of the Code.

C. If the Act is amended after filing these Articles of Incorporation to authorize the further elimination or limitation of the liability of directors or officers of nonprofit corporations, then the liability of directors and of officers of the Corporation, in addition to the limitation, elimination and assumption of personal liability contained in this Article IX, shall be assumed by the Corporation or eliminated or limited to the fullest extent permitted by the Act as so amended, except to the extent such limitation, elimination or assumption of liability is inconsistent with the status of the Corporation as an organization described in Section 501(c)(3) of the IRC, if the Corporation obtains such status, or results in the imposition of tax under Section 4958 of the Code. No amendment or repeal of this Article X shall apply to or have any effect on the liability or alleged liability of any director or officer of this Corporation for or with respect to any acts or omissions of such director or officer occurring prior to the effective date of any such amendment or repeal.

ARTICLE XI

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to its board, directors, officers or other private persons, or organization organized and operated for a profit (except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II of these Restated Articles of Incorporation). Notwithstanding any other provision of these Restated Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the Corporation, the board shall after paying or making provision for the payment of all of the liabilities of the Corporation, dispose of all of the assets of the Corporation in compliance with State School Aid Act Section 18b (MCL 388.1618b) and the Dissolution of Charitable Purpose Corporations Act (MCL 450.251-253) for forwarding to the State School Aid Fund established under article IX, section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE XII

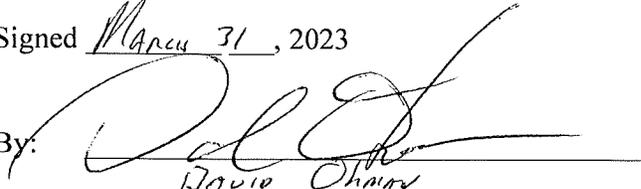
These Restated Articles of Incorporation shall not be amended except by the process provided in the Contract issued to the Corporation by the MAPS Board.

ARTICLE XIII

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Restated Articles of Incorporation.

These Restated Articles of Incorporation were duly adopted on March 16, 2023, in accordance with the provisions of section 641 of the Nonprofit Corporation Act, 1982 PA 162, as amended, MCL 450.2101 to 450.3192, and were duly adopted the Directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed March 31, 2023

By: 
David Ohain

President
Board of Directors of Michigan Great Lakes Virtual Academy

Acknowledged and signed April 30, 2023 by:

By: 
Rmehl Stoeneman

Superintendent
Manistee Area Public Schools Board of Education

Schedule 3

Governance Structure

MGLVA Restated Bylaws

**SECOND REVISED BYLAWS
OF
MICHIGAN GREAT LAKES VIRTUAL ACADEMY**

**ARTICLE I
NAME**

This organization shall be called Michigan Great Lakes Virtual Academy (the “Academy” or the “Corporation”), which shall be a Michigan public school academy authorized by Manistee Area Public Schools Board of Education (“MAPS Board”).

**ARTICLE II
FORM OF CORPORATION**

The Academy is a governmental entity, organized as a non-profit, non-stock, directorship, school of excellence corporation (“Corporation”).

**ARTICLE III
OFFICES**

Section 1. Principal Office. The principal office of the Corporation shall be located in Manistee, Michigan.

Section 2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation, but in any event must be located in the State of Michigan and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act, MCL 450.2101 et seq.

**ARTICLE IV
BOARD OF DIRECTORS; MEETINGS; FISCAL YEAR**

Section 1. General Powers. The business, property, and affairs of the Corporation shall be managed by its Board of Directors (“Board of Directors”, “Board, or “Academy Board”). The Board of Directors may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6E of the Michigan Revised School Code (“Code”), as amended, MCL 380.551 et seq. The Board of Directors may delegate such powers to the officers and committees of the Board of Directors as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. Method of Selection, Length of Term, and Number of Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by the MAPS Board.

Section 3. Annual and Regular Meetings. The Board of Directors shall hold an annual meeting in July of each year as well as at least the number of regular meetings required by the

Charter Contract. The Board of Directors may provide, by resolution, the time and place, within the State of Michigan, for the holding of regular meetings. The Academy Board shall provide notice of the annual and all regular meetings as required by the Open Meetings Act, MCL 15.261 et seq.

Section 4. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the State of Michigan for holding any special meeting of the Board of Directors called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the Corporation in the State of Michigan. The Corporation shall provide notice of all special meetings as required by the Open Meetings Act.

Section 5. Notice; Waiver. In addition to the notice provisions of the Open Meetings Act, notice of any special meeting shall be given at least twenty four (24) hours prior to the special meeting by written notice, stating the time and place of the meeting, delivered personally or mailed or sent by facsimile or sent electronically to each Director at the Director’s business address or electronic mail address. If mailed, such notice shall be deemed to be delivered forty eight (48) hours after it is deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile, such notice shall be deemed to be delivered when the facsimile is sent. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 6. Quorum. In order to legally transact business, the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

<u># of Academy Board positions</u>	<u># required for Quorum</u>
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

A Director who is absent from a Board of Directors’ meeting due to military duty may participate in the meeting virtually and that member’s virtual presence will count towards quorum and allow the absent member to participate in and vote on business before the Academy Board.

Section 7. Manner of Acting. The Academy Board shall be considered to have “acted,” when a duly called meeting of the Academy Board has a quorum present and the number of Academy Board members voting in favor of an action is as follows, or as otherwise expressly permitted or required by law:

<u># of Academy Board positions</u>	<u># required for Quorum</u>	<u># required to act</u>
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 8. Open Meetings. All meetings of the Board of Directors, including committee meetings, shall at all times be in compliance with the Open Meeting Act, to the extent the Open Meetings Act is applicable.

Section 9. Board Vacancies. A vacancy on the Board of Directors shall occur as specified in the Code. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 10. Compensation. A Director of the Corporation shall serve as a volunteer director. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at meetings of the Board of Directors.

Section 11. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

Section 12. Committees. The Academy Board, by resolution, may designate one or more committees, with each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies on the Academy Board or in the offices of the Academy Board or committees created pursuant to this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, the Contract, these Bylaws, or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act, to the extent the Open Meetings Act is applicable. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

Section 13. Fiscal Year, Budget and Accounting. The fiscal year of the Corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the MAPS Board, shall have exclusive control of the budget. The Board of Directors shall prepare and publish an annual budget in accordance with the MAPS Board policy.

Section 14. Telephonic Participation in Board Meetings. A member of the Board of Directors (or a committee designated by the Board of Directors) may only participate electronically in a regular or special meeting of the Board of Directors (or a committee designated by the Board of Directors) to the extent permitted by law. In the event that technological advances or the law changes to allow for additional security and flexibility in telephonic or other means of remote communication, the Board of Directors may submit to the MAPS Charter Schools Office a request to revise this Bylaw provision.

ARTICLE V OFFICERS OF THE BOARD

Section 1. Officers. The officers of the Corporation shall be a President, Vice President, Secretary, Treasurer, and such Assistant Treasurers and Assistant Secretaries or other officers as may be selected by the Board of Directors.

Section 2. Election and Term of Office. The Board of Directors elected the initial officers at a duly noticed meeting in March 2013. Thereafter, the officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Article V, Section 3.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed from that office or agency by a majority vote of the Board of Directors whenever in its judgment the best interests of the Corporation would be served thereby.

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

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

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

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

Section 8. Treasurer. The Treasurer of the Corporation shall be a member of the Board of Directors. The Treasurer shall: (a) have charge and custody of and be responsible for

all funds and securities of the Corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the Corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Board of Directors.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Board of Directors, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary, Treasurer, or President, or by the Board of Directors. The Board of Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Board of Directors may by resolution otherwise determine.

Section 10. Salaries. Officers of the Board of Directors may not be compensated for their services. By resolution of the Academy Board, Directors and officers of the Corporation may be reimbursed for reasonable expenses actually incurred incident to their duties.

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

ARTICLE VI CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or director of the Corporation, other than in the ordinary course of the business of the Corporation, shall be made or permitted.

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

Section 4. Deposits. Consistent with section 1221 of the Code, the Treasurer of the Corporation shall deposit the funds of the Corporation in a financial institution or in a joint investment authorized by the Code. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Board of Directors may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended, being sections 21.145 and 21.146 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Board of Directors, shares or other securities issued by any other corporation and owned or controlled by this Corporation may be voted at any meeting of security holders of such other corporation by the President of this Corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary, or Treasurer of this Corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this Corporation shall be executed in the name of this Corporation by the President, the Secretary or the Treasurer of this Corporation without necessity of any authorization by the Board of Directors, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this Corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this Corporation the same as such shares or other securities might be voted by this Corporation. This section shall in no way be interpreted to permit the Corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the Corporation.

Section 6. Contracts Between Corporation and Related Persons. Any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any firm of which one or more of this Corporation's Directors are members or employees, or in which one or more of this Corporation's Directors are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director or Directors in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the Director's present. Such interested Director or Directors shall be counted in determining whether a quorum is present, but not be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

Any director, officer, or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Section 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth in Section 3 of the statute. Public disclosure of the contract means as follows:

- (i) Prompt disclosure of any pecuniary interest in a contract with the Corporation. The disclosure shall be made a matter of corporate record at a regular or special meeting.
- (ii) The contract is approved by a vote of not less than 2/3 of the directors of the Corporation at a regular or special meeting. If applicable, the vote shall be without the vote of the director making the disclosure.
- (iii) The Corporation discloses the following summary information in its board minutes:
 - a. The name of each party involved in the contract;
 - b. The terms of the contract, including duration, financial consideration between parties, facilities or services of the Corporation, and the nature and assignment of Corporation employees for the contract; and
 - c. The nature of any pecuniary interest.

ARTICLE VII INDEMNIFICATION

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

ARTICLE VIII SEAL

The Board of Directors may adopt a corporate seal.

**ARTICLE IX
AMENDMENTS**

These Second Revised Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining; (a) the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board of Directors, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for special meetings; and (b) the written approval of the changes or amendments by the MAPS Board. Amendments to these Second Revised Bylaws take effect only after they have been approved by the Corporation's Board of Directors and submitted to the Manistee Area Public Schools Charter School Office for review and comment in accordance with the Contract. These Second Revised Bylaws supersede and replace the Bylaws previously adopted by the Corporation.

**ARTICLE X
CONTRACT DEFINITIONS**

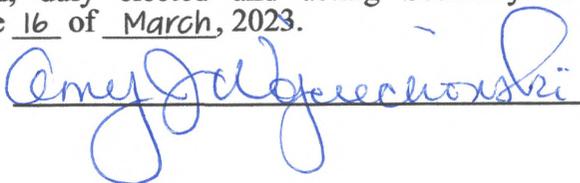
The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Bylaws.

SECRETARY'S CERTIFICATE

The undersigned, Secretary of the Corporation, does hereby certify that the foregoing Second Revised Bylaws of the Corporation have been duly adopted by the Board of Directors at a public meeting of the Board held on March 16 2023.

IN WITNESS WHEREOF, the undersigned, duly elected and acting Secretary of the Corporation, has signed this Certificate as of the 16 of March, 2023.

Secretary



GOVERNANCE STRUCTURE

MICHIGAN GREAT LAKES VIRTUAL ACADEMY

BOARD OF DIRECTORS (eff. 07/01/2023)

1. MGLVA Board Composition (eff. 07/01/2023)

Name	Office	Current Term
David Ohman	President	07/01/2022 – 06/30/2025
Ron Villamaria, Ph.D.	Vice President	07/01/2022 – 06/30/2025
Amy Wojciechowski, Ph.D.	Secretary	07/01/2021 – 06/30/2024
Nicholas Jaskiw	Treasurer	07/01/2023 – 06/30/2026
Lorraine (Lori) M. LeRay	Member	07/01/2021 – 06/30/2024

2. Description of MGLVA Board Member Qualifications – See Schedule 1 (Method of Selection Resolution)

Schedule 4

Fiscal Agent Agreement

SCHEDULE 4

FISCAL AGENT AGREEMENT

This Fiscal Agent Agreement (“Agreement”) is part of the Contract issued by the Manistee Area Public Schools Board of Education (“MAPS Board of Education”), an authorizing body as defined by the Revised School Code, as amended (the “Code”), to Michigan Great Lakes Virtual Academy (“Academy”), a school of excellence organized under Part 6E of the Code to operate as a cyber school (collectively, the “Parties”).

Preliminary Recitals

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

WHEREAS, the MAPS Board of Education is required by law to forward any State School Aid Payments received from the State of Michigan (“State”) on behalf of the Academy to the Academy,

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

“Account” means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which is eligible to be a depository of surplus funds under Sections 5 or 6 of Act No. 105 of the Public Acts of 1855, being Sections 21.145 and 21.146 of the Michigan Compiled Laws.

“Agreement” means this Fiscal Agent Agreement.

“Contract” means the contract to charter a school of excellence operating as a cyber school, into which the MAPS Board of Education and the Academy Board are entering.

“Fiscal Agent” means the MAPS Board of Education or an officer or employee of Manistee Area Public Schools as designated by the MAPS Board of Education.

“Other Funds” means any other public or private funds which the Academy receives and for which the Board of Education voluntarily agrees to act as fiscal agent for the limited purpose of receiving such funds for transfer to the Academy.

“State School Aid Payment” means any payment of money the Academy receives from the state school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the School Aid Act of 1979, as amended, net any deductions set forth in Section 2.02 of this Agreement.

“State” means the State of Michigan.

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

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The MAPS Board of Education is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the MAPS Board of Education and Academy may also agree that Manistee Area Public Schools will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02 and transfer State School Aid Payments as provided in Section 2.02 of this Agreement.

Section 2.02. Transfer to Academy. Except as provided in Article X of the Terms and Conditions and in the Oversight Agreement, the Fiscal Agent shall transfer, net any amount(s) authorized to be withheld by the Fiscal Agent pursuant to applicable law (including an oversight fee or reimbursement of authorizing expenses charged pursuant to applicable law in an amount not to exceed a combined total of 3% of the total State School Aid Payment from the State to the Academy in the school year in which the fees or expenses are charged), all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy’s pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of

the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Business Manager for Manistee Area Public Schools: (i) a copy of the Academy Board's resolution authorizing the direct intercept of the State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the MAPS Board of Education.

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

Section 4.02. Academy Account. The Academy shall designate by resolution of the Academy Board an authorized depository account to permit the Fiscal Agent to effect transfers of State School Aid Payments pursuant to Section 2.02 of this Agreement.

Section 4.03. Expenditure of Funds. The Academy may expend funds that it receives from

the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy Board as consistent with the purposes for which the funds were appropriated.

Section 4.04. Mid-Year Transfers. Funding for students transferring in to or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.05. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipt, disbursement, allocation and application of the State School Aid Payments and Other Funds received, deposited, or transferred by the Fiscal Agent for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

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

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

Section 6.02. Limitation on Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time

to time delivered by the State to the Fiscal Agent for the Academy, and the amount of Other Funds as delivered by the source of those funds to the Fiscal Agent for the Academy.

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

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

Acknowledgement of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Manistee Area Public Schools Board of Education to Michigan Great Lakes Virtual Academy.

By: Alyson Hayden
Alyson Hayden, Executive Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: March 22, 2023

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Schedule 5

Master Calendar of Reporting Requirements (MCRR)

MASTER CALENDAR OF REPORTING REQUIREMENTS

The Academy shall utilize Epicenter to report in electronic format various documents required for compliance with the Contract and all Applicable Law. The Manistee Area Public Schools contracts with Epicenter, and other vendors, to assist in its oversight and compliance activities. CSO staff members also visit the Academy site(s) and attend board meetings and other Academy functions. The original Master Calendar of Reporting Requirements (MCCR), which was created by public school academy authorizers in 2006, is available at the Manistee Area Public Schools offices. In addition to the MCCR, the Academy is subject to the following:

OVERSIGHT REQUIREMENTS

- 1. Filing Place.** All documents and information required to be filed with Manistee Area Public Schools pursuant to this Agreement shall be filed with Manistee Area Public Schools, Attn: Charter School Office, 550 Maple Street, Manistee, Michigan 49660.
- 2. Oversight and Compliance Checklist.** Manistee Area Public Schools shall provide annually to the Academy an updated checklist sets forth the activities Manistee Area Public Schools may engage in, and records it may examine, to fulfill Manistee Area Public Schools Oversight Responsibilities; documents and reports the Academy may be required to submit to Manistee Area Public Schools; and actions the Academy may be required to undertake. The MCCR may include, but is not limited to, actions or documentation related to financial reports, budgets and audits; curriculum, educational goals, and assessment reports; minutes, meeting schedules and other documents related to the Academy Board of Directors; contracts with third parties, inspection and fire safety occupancy approvals, educational service provider contracts, leases, deeds or purchase agreements for physical facilities, and insurance contracts; personnel information; and student application and enrollment information.
- 3. Waiver and Delegation of Oversight Procedures.** Manistee Area Public Schools Board of Education or its designee and the Academy may agree to modify or waive any of the Oversight Duties or Compliance Certification Duties. Manistee Area Public Schools Board of Education may delegate its Oversight Duties, or any portion of its Oversight Duties, to an administrator of Manistee Area Public Schools or others.
- 4. Records.** The Academy will keep records in which complete and correct entries shall be made of all Compliance Certification Duties conducted, and these records shall be available for inspection as reasonable hours and under reasonable conditions by Manistee Area Public Schools.

5. **Progress toward Educational Goals.** In the event that Manistee Area Public Schools determines that the Academy 's educational outcomes are not meeting the targeted educational goals, Manistee Area Public Schools, at its discretion, may require an objective evaluation of student performance by an educational consultant(s), acceptable to both the Academy and Manistee Area Public Schools. The Academy shall bear all the expenses of the evaluation.

6. **MDE Report.** The Academy Board shall submit a report to the Department, in the form and manner prescribed by the Department, that reports the number of pupils enrolled in the school of excellence that is a cyber school, or in the online or other distance learning program.

**Manistee Area Public Schools
Annual Calendar of Reporting Requirements
For Michigan Great Lakes Virtual Academy
July 1, 2023– June 30, 2024**

DUE DATE	REPORT DESCRIPTION
July 7	Board Adopted Annual Operating Budget for the General Fund for 2023-2024
July 7	Copy of Notice of Public Hearing for Annual Operating Budget for 2023-2024
July 7	Board Adopted 2023-2024 School Calendar/School Day Schedule
Aug. 31	4 th Quarter Financial Statements – quarter ending 06/30.
Aug. 31	State Assessment Results (M-STEP, PSAT, SAT) for Spring 2023
Aug. 31	Board Member Annual Conflict of Interest Disclosures
Aug. 31	Summary of Family Pulse Check Results from 2022-2023
Aug. 31	Board resolutions for the following actions of the board at its annual organizational meeting (may be acted upon as a Consent Agenda): <ul style="list-style-type: none"> • Annual Calendar of Regularly Scheduled Meetings for 2023-2024 • Election of Board Officers for 2023-2024 • Appointing Chief Administrative Officer for 2023-2024 • Appointing Freedom of Information Act Coordinator for 2023-2024 • Designation of McKinney Vento Homeless Liaison • Designation of Legal Counsel • Appointment of Office of Civil Rights representative and Title IX representative(s) • Designation of School Safety Liaison
Sept. 29	Copy of MiCIP Plan covering 2023-2024 academic year
Sept. 29	School Information Update - See Epicenter Task for template
Sept. 29	Transparency Reporting Certification Form
Oct. 16	Staff Roster - indicating position and verification of certification/permits
Oct. 31	Annual Nonprofit Corporation Information Update for 2023
Oct. 31	2023-2024 Preliminary Head Count
Oct. 31	Student and teacher retention data as outlined in the Performance Framework ["PF"]
Oct. 31	Fall STAR 360 Test Results
Oct. 31	CTE membership and certifications progress report for 2022-23 as outlined in the PF
Oct. 31	1 st Quarter Financial Statements – quarter ending 09/30
Nov. 1	Audited Financial Statements for fiscal year ending June 30, 2023. (See MDE Website, www.michigan.gov/mde , for MDE due date. Management Letter (comments and recommendations from independent auditor) for fiscal year ending 6.30.2023, if issued.
TBD	2021-2022 Annual Education Report Posting (<i>Refer to MDE website for up-to-date guidance</i>)
Nov. 2	Board member nomination or re-nomination materials for terms ending December 31, 2023
Nov. 30	Pupil accounting compliance report for fall count audit
Nov. 30	Special Education compliance report as described in the Performance Framework
Jan. 30	2 nd Quarter Financial Statements – quarter ending 12/31
Feb. 6	Supplemental Count Day Submission
Mar. 29	Transparency Reporting Certification Form

DUE DATE	REPORT DESCRIPTION
April 26	3 rd Quarter Financial Statements – quarter ending 03/31
April 26	Board member nomination or re-nomination materials for terms ending June 30, 2023
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment for 2023-2024
June 12	Spring STAR 360 Test Results
June 28	Board Approved Amended Budget for 2023-2024 fiscal year (or statement that budget has been reviewed and no amendment was needed)
June 28	Board adopted Letter of Engagement for year ending June 30, 2024, independent financial audit

Ongoing Reporting Requirements July 1, 2023 – June 30, 2024

The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.

DUE DATE	REPORT DESCRIPTION
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, etc. Must include time and date of actual posting.
5 days prior to Board meeting	Board Meeting Agenda and Board Meeting Packet
8 days after Board meeting	Proposed Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings
5 days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings
14 days after Board approval	Oath of Office for each Board Member
10 days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto
5 business days of receipt	Request and Responses to Freedom of Information Requests

Original/Subsequent Board Reporting Requirements

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

REPORT DESCRIPTION
Articles of Incorporation - must have Manistee Area Public Schools approval before modifying
Board of Director Bylaws
Educational Service Provider Agreements/Amendments
Lease, Deed of Premises or Rental Agreement and subsequent amendments
Curriculum including any additions/deletions
Communicable Disease Curriculum (including minutes of board approval)
Job Descriptions as included in Schedule 6 of the Charter Contract

Schedule 6

Information to be Provided by
Academy and Educational Service Provider

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL SERVICE PROVIDER

The Academy Board shall make information concerning its operation and management available to the public and to Manistee Area Public Schools in the same manner as is required by state law for school districts and in accordance with Section 11.6 (Information to be Provided by the Academy), of the Terms and Conditions. The Academy Board shall collect, maintain, and make available to the public and to Manistee Area Public Schools, in accordance with applicable law and the contract, the following information concerning the operation and management of the public school academy or school of excellence:

1. A copy of the contract issued by Manistee Area Public Schools for the public school academy or school of excellence.
2. A list of currently serving members of the Academy Board including name, address, term of office, and Constitutional Oath of Public Office and Acceptance of Office form for each serving Academy Board member; copies of policies approved by the Academy Board; copies of the Academy Board meeting calendar, all public notices, agendas and minutes of Academy Board meetings; a copy of the budget approved by the Academy Board and of any amendments to the budget; and a list and copies of all bills paid for amounts of \$10,000.00 or more as they were submitted to the Academy Board.
3. Quarterly financial reports submitted to Manistee Area Public Schools.
4. A current list of teachers and school administrators working at the public school academy or school of excellence that includes their individual salaries; copies of the teaching or school administrator's certificates or permits of current teaching and administrative staff; and evidence of compliance with the criminal background and record checks and unprofessional conduct check required under sections 1230, 1230a, and 1230b for all teachers and administrators working at the public school academy or school of excellence .
5. A copy of curriculum documents and other educational materials given to Manistee Area Public Schools.
6. Copies of School Improvement Plans (if required)
7. Proof of insurance as required by the contract.
8. Copies of facility leases, mortgages, modular leases or deeds, or both, proof of ownership of any Academy owned vehicles, and copies of any equipment leases.
9. Copies of any management contracts or services contracts approved by (or required to be approved by) the Academy Board.

10. Copies of all health and safety reports and certificates required for the Academy, including those relating to fire safety and certificates of occupancy for all Academy facilities, MDE letter of continuous use (if required), Phase 1 or other applicable environmental reports (if required), asbestos inspection, boiler inspection, lead-based paint survey (if required), and County Health Department food service permit (if required).
11. Copies of the Academy's annual financial audit and any management letters issued as part of the annual financial audit conducted by a certified public accountant in accordance with generally accepted governmental auditing principles.
12. Copies of monthly reports to the Michigan Department of Education on the number of pupils enrolled in online or distance learning programs operated by the Academy.
13. Any other information specifically required by the Revised School Code as amended or the Master Calendar of Reporting Requirements (Schedule 5).

The Agreement between the Academy Board and the Educational Service Provider, if any, shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including the information in this Schedule 6, available to the Academy as deemed necessary by the Academy and in order to enable the Academy to comply fully with its obligations under Section 11.16 of the Contract Terms and Conditions.

The information listed above, which is required to be collected, maintained, and made available to the public and to Manistee Area Public Schools, in accordance with applicable law and the Contract, shall be submitted to Epicenter.

Schedule 7-1

Educational Goals and Related Measures

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.3, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goals identified in the Performance Index included in this schedule.

TAB A

MAPS Performance Index

Domain	Indicator	Definition (and baseline data, if available)	Exceeding	Meeting (First year of current contract or as many years as available.)	Approaching	Not Meeting
Student Achievement	Growth in ELA (STAR360)	Growth measures whether students are increasing in their academic performance over time and are on track to reach proficiency. Renaissance Star 360 uses Student Growth Percentiles (SGPs) to measure student growth. Currently, MGLVA has 54% in Reading/53% in Math making adequate yearly growth (AYG).	62% or greater meeting AYG	61-56% meeting AYG	55-45% meeting AYG	Under 45% meeting AYG
	Growth in Math (STAR360)		62% or greater meeting AYG	51-61% meeting AYG	50-45% meeting AYG	Under 45% meeting AYG
	Graduation Rate 4-Year Cohort	The percent of students graduating on-track within 4 years of first entering high school. The state average for 2019-2020 school year was 82.07% and the graduation rate for MGLVA was 49.39%. MGLVA's grad rate the previous year (SY1819) was 41.35%, which is an 8.04 increase.	5% annual increase	4% annual increase	3% annual increase	Less than a 3% annual increase
	3-8 ELA and Math Proficiency	As measured by the state assessment, MGLVA's percentage of students identified as proficient, as reported by the MDE will meet or exceed the select peer schools' mean reported percentage of total tested students identified as proficient. Select peer schools are the set of all cyber schools determined annually by MAPS to be the most demographically and socioeconomically similar to the school. The percent of students proficient on M-STEP in grades 3-8 in ELA. In 2018-19 MGLVA's ELA proficiency was 30.6%. In 2018-19 MGLVA's Math proficiency was 12.5%.		Meeting or exceeding the peer schools' mean proficiency		Not meeting the peer schools' mean proficiency
	SAT EBRW and Math	The percent of students proficient on the SAT. For the 2018-19 school year, 32% of MGLVA students were proficient in Evidence Based Reading and Writing (EBRW) and 7.8% of students received a proficient score in math. The proficiency rate will be compared with select peer cyber schools in Michigan (as determined by MAPS)		Meeting or exceeding the peer schools' mean proficiency		Not meeting the peer schools' mean proficiency

	State Report Card	A school's overall performance based on student subgroup performance, on-track attendance and assessment participation.	TBD	TBD	TBD	TBD
School Culture	Student Retention	Common Withdrawal Metric (CWM) performance.	32% or Less	33-39%	40-43%	Greater than 43%
	Teacher Retention	The percent of teachers that remained employed by the school after one year. The state average is 83% the average for MGLVA is 91%.	Greater than 83%	83%	82-75%	Less than 75%
	Student Attendance	The total number of days a student is in attendance divided by the possible days they could have attended. The state average for 2018-19 school year was 79% and for MGLVA it was 70%.	Above 80%	80%	70-79%	Below 70%
	Family Survey	The percent of families with a Satisfactory Rating on the Student Family Pulse Check Year over Year.	Greater than 80%	80%	79-70%	Less than 70%
Financial Performance	Audit Findings	The number of material findings found on the school's audit.	No Material Audit Findings	One or fewer material findings	Two or fewer material findings	Three or more material findings
	Unrestricted cash on hand	Unrestricted refers to monies that can be used for general operating expenses. Total expenses - depreciation (i.e., a non-cash expense) / 365.		30+ days		Less than 30+ days
	Fund Balance	Unreserved fund balance as a percentage of annual revenue. State expectation is 5% or above.		5%+		Less than 5%
Organizational Performance	Annual Calendar Compliance	Percent of documents or certifications submitted to authorizer on time.	Greater than 95%	95%	90-94%	Less than 90%
	Special Education Compliance	Compliance standards as recorded in Catamaran.		Met all compliance standards		Did not meet all compliance standards
	Pupil Accounting Compliance	The number of [findings] by ISD Pupil Accounting Auditors.	No findings	One or fewer findings	Two or fewer findings	Three or more findings
Other	CTE	DECA is a career and technical student organization (CTSO) that prepares emerging leaders and entrepreneurs in marketing, finance, hospitality, and management. It's integrated into the classroom and promotes competition with clubs across the country. Students have the ability to also connect with business	1% or greater increase in CTSO memberships from the previous year.	No decrease in CTSO memberships from the previous year.	1-4% decrease in CTSO memberships from the previous year.	Greater than 5% decrease in CTSO memberships from the previous year.

	<p>professionals, preparing them for the future of work after graduation.</p> <p>HOSA is a career and technical student organization (CTSO) that prepares students to enhance the delivery of compassionate, quality health care by providing opportunities for knowledge, skill and leadership development of all health science technology education students, helping them to meet the needs of the health care community. HOSA members have the ability to connect with healthcare professionals as well.</p>				
	<p>Career and Technical students are offered opportunities for a variety of industry certifications related to their specific pathway. These certifications are delivered virtually and/or in person, depending on the certification.</p>	<p>1% or greater increase in number of industry certifications from the previous year.</p>	<p>No decrease in the number of industry certifications from the previous year.</p>	<p>1-4% decrease in the number of industry certifications from the previous year.</p>	<p>Greater than 5% decrease in the number of industry certifications from the previous year.</p>

Schedule 7-2

Curriculum

MDE-required iNACOL Quality Online Learning Standards.

SCHEDULE 7-2

CURRICULUM

Sequence Documents, Course Lists, and Course Catalogs

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

[K-5 Course Catalog 2022-2023](#)

[K-5 Course List 2022-2023](#)

[6-8 Course Catalog 2022-2023](#)

[6-8 Course List 2022-2023](#)

[HS Course Catalog-2022-2023](#)

[HS Course List 2022-2023](#)

[MGLVA Career Prep Handbook](#)

[Michigan Curriculum Alignment Inventory 2022-2023](#)

[MGLVA Board Approved Course List 2022-2023](#)

The Academy has chosen curriculum developed by Stride K12.

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

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

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

The K12 curriculum aligns to the Common Core State Standards, the Next Generation Science Standards, and the iNACOL National Standards for Quality Online Courses. The objectives are crafted from educational research, state and national standards, and deep content expertise. Each course clearly identifies the objectives to be mastered in each lesson, unit, and semester. The lesson objectives are clearly defined in each unit and lesson on the learning platform in the Lesson Resources section.

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

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

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



vLab Screenshot

Innovative Games

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

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

Mobile Applications

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

K12 Choc-It-Up

Play fun games, collect chocolate, and stock the Choc-It-Up store with yummy treats. Choc-It-Up is a game for practicing number, letter, shape, and color recognition.

K12 Classics A Lite

Read and listen to classic stories and plays for young readers. K12 Classics A-Lite includes illustrated versions of "Stone Soup," "The Tortoise and the Hare," "The Poor Man's Reward," and several more from K12's First Grade Language Arts course.

K12 Classics B Lite

Read and listen to classic stories and plays for young readers. K12 Classics -B Lite includes illustrated versions of "Pandora's Box," "The Grasshopper and the Ant," "The Boy Who Cried 'Wolf'," and several more.

K12 Phoneme Videos

Perfect for early readers or language learners, K12 Phoneme Videos let students hear and see American English 44 phonemes—the basic speech sounds that make up words—pronounced correctly by an expert speaker.

K12 Counting Coins

Counting Coins lets students practice working with U.S. pennies, nickels, dimes, and quarters. Users will be challenged and engaged with four unique activities.

K12 Money

Money lets students practice identifying and solving math problems with money. Count, match, and make change with coins up to quarters and bills up to \$20. Users will be challenged and engaged with five unique activities and three difficulty levels.

K12 xGerms Counting

Practice counting up to 50 by capturing hordes of goofy germs. Students will count by 1s and then by 10s, 5s, and 2s. It's the perfect challenge for early learners just learning to count.

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

- Multiple ways to complete questions, self-assessments and study guides
- A variety of hands-on manipulatives and supplies to encourage investigation and make the course as much about offline learning as online learning
- Live web-based teacher-student interactions provide for 1:1 and/or group learning. These activities generate opportunities for student communication through remediation, practice, critical thinking, short projects, and more.

Elementary and Middle School Curriculum

Math: Stride K12's elementary (grades K-5) Math program is designed to establish fluency in arithmetical computation (daily-life, functional math) while also deepening the ability to reason mathematically (conceptual math). A suite of courses collectively called Math+ represents K12's second generation of research and development into effective approaches in early mathematics instruction and current e-learning instructional design.

Stride K12's Math courses emphasize an active, multi-sensory approach to ensure that students understand the concrete realities that underlie mathematical concepts. Regular practice and review ensure mastery of basic skills. Embedded online games and animations motivate students and help illustrate concepts, while challenge problems help develop critical thinking skills.

In Math+ courses, many lesson assessments are linked to backup adaptive lessons for students needing extra practice. The engaging approach features colorful graphics and animation; learning tools, and games; adaptive activities that help struggling students master concepts and skills before moving on; and focused support for Learning Coaches to help their children succeed. From helping younger students make the link between the concrete and the abstract to immersing older students in the symbolic manipulations of Algebra, K12 Math provides a thorough mathematical grounding.

Science: Stride K12 offers real science for young students. The program balances hands-on experience with systematic study of scientific terms and concepts. Students receive lab supplies and materials that give them a hands-on experience to enhance their understanding of experimental procedures and scientific concepts. Exploring life, earth, and physical sciences in each grade, K12 science nurtures curiosity, analytical skills, and an appreciation of how the world is shaped by ongoing scientific and technological advances.

Students learn about the human body, plants and animals, rocks and minerals, stars, matter, motion, electricity, magnetism, and much more. Through hands-on experiments, the program helps students develop skills of observation and analysis, and learn how scientists understand our world, using materials shipped to students in kits. This fundamental instructional practice of applied science has prepared the K12 science courses for the Next Generation Science Standards, with their notable emphasis on applied science in the NGSS's newly explicit engineering strand.

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

History: Stride K12 emphasizes the story in History—a story that includes not only great women and men but also everyday people. With integrated topics in Geography and Civics, K12 History opens young minds and imaginations to far-off lands, distant times, and diverse cultures. The kindergarten History program takes students on a world tour of the seven continents and provides an overview of American History through a series of biographies of famous Americans. The History program in grades 1–4 tells the story of civilization from the Stone Age to the Space Age, while students in grades 5 and up explore major themes and topics in greater depth through survey courses in American and World History. Lessons for state specific history requirements are embedded in Grade XX (as required by the state).

Art: Following timelines parallel to those of the History lessons, K12 Art lessons introduce students to great works of art from different cultures and eras, while engaging them in creative activity, including painting, drawing, sculpting, and weaving using materials such as oil pastels, crayons, molding clay, plaster, yarn, and more. Students are introduced to the elements of art—line, shape, color—and identify different types of artworks such as portrait, landscape, and still life as they learn about important paintings, sculpture, and architecture. They study the works of famous artists and learn about different artistic movements such as Impressionism and Cubism and explore artistic traditions of diverse lands and cultures. Students also create their own works of art like those they have learned about, such as mobiles, collages, and stained glass.

Music¹²: K12 Music teaches basic music concepts at different, age-appropriate levels, so that all music students have a consistent understanding of the essential concepts governing music. Musical instruments such as a slide whistle and tambourine are included in the K12 materials that students receive. The curriculum builds quickly, in a structured, sensible way. The concepts in the lessons are critical to fostering both music appreciation and music comprehension, an approach that helps students train their ears, voices, and bodies in the fundamental building blocks of music.

World Languages: Stride K12 offers the only online language-learning program designed specifically for students in the lower elementary grade levels. The K12 offering in World Languages, Middlebury Interactive Languages, gives students a choice of World Language courses and helps students to read, write, speak, and listen for meaning in the languages they choose to study, with an overall emphasis on proficiency. Combining a variety of games, simple narratives, and regular writing and speaking challenges, the World Language program highlights common vocabulary terms and phrases, introducing younger students to a wide range of grammar patterns, while helping older students master numerous grammar principles. Courses prepare students to put their new language to use, incorporating the vocabulary and patterns they have learned.

In addition, culture lessons challenge younger students to recognize different cultural manifestations, while older students analyze and compare practices and perspectives of various cultures. Because learning a language involves a variety of learning skills, studying a foreign language can enhance a student’s ability to learn and function in several other areas. Children who have studied a language at the elementary level score higher on tests in reading, language arts, and math. People who have learned foreign languages show greater cognitive development in areas such as mental flexibility, creativity, and higher order thinking skills, such as problem-solving, conceptualizing, and reasoning.

In addition to cognitive benefits, the study of foreign languages leads to the acquisition of some important life skills. Because language learners learn to deal with unfamiliar cultural ideas, they are much better equipped to adapt and cope in a fast-changing world. They also learn to effectively handle new situations. In addition, the encounter with cultures different from one's own leads to tolerance of diverse lifestyles and customs and it improves the learner's ability to understand and communicate with people from different walks of life¹.

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

Bamford, K. W., & Mizokawa, D. T. (1989). Cognitive and attitudinal outcomes of an additive-bilingual program. U.S.; Washington: ED305826

Peal, E., & Lambert, W. E. (1962). The relation of bilingualism to intelligence. *Psychological Monographs*, 76(27, Whole No. 546), 23. from PsycINFO database.

Riestra, M. A., & Johnson, C. E. (1964). Changes in attitudes of elementary-school pupils toward foreign-speaking pupils resulting from the study of a foreign language. *Journal of Experimental Education*, 33(1), 65-72. from PsycINFO database.

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High School Curriculum

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

Stride K12 courses meet all graduation requirements, and the diversity of electives (from Anthropology to World Languages to Web Design and a new broader array of CTE and STEM courses) is designed both to help students earn their high school diploma and find their own path to post-high school success.

Math, English, Science, and History courses are offered in a range of levels (Core, Comprehensive, Honors, and Advanced Placement; see details below). Unlike other programs, where a student must be on a particular “academic path”, the K12 program allows students to chart their own course, choosing from several levels of courses designed to match various aptitudes and goals. So, if a student excels in Math and Science, they may take all Honors/AP courses in those subjects, while choosing from among Core or Comprehensive versions of English and History courses. These multiple course levels prevent students from being “locked in” to one level of a particular subject and reflect and support the natural progress and growth of each student. Foundational and credit recovery courses are offered to meet the needs of diverse learners.

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

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

- **Core courses:** Topics are broken into discrete modules that are taught in tandem with the framework students need to develop strong study skills. Rich, engaging content with interactive demonstrations and activities help students absorb and retain information.
- **Comprehensive courses:** Students do more extensive writing and research projects, and tackle problems that require more analytical thinking. Course projects and activities also demand more independent thinking and self-discipline than projects in Core courses.
- **Honors courses:** Students are held to a greater degree of accountability in which they must show even greater independence and self-discipline. Students synthesize and evaluate information and concepts from multiple sources and read texts typically assigned in college-level courses. Students also demonstrate college-level writing in essays that require analysis of primary and secondary sources, responsible use of evidence, and comprehensive citation of sources. Honors projects—emphasizing duration over time, group and collaborative work, and communication skills—are inspired by the principles embodied in the 21st Century Skills Initiative.
- **Advanced Placement (AP) Courses:** The K12 curriculum offers an AP array that is far larger than that in most conventional brick-and-mortar schools. K12 re-evaluates its AP catalog of courses in accordance with changing College Board guidelines, and student and school requests. AP courses are college-level courses that follow curriculum frameworks specified by the College Board. These courses are designed to prepare students for success on AP exams, providing students the opportunity to earn credit at many of the nation’s colleges and universities.

In SY2016-2017, K12 offered the following 16 Advanced Placement courses that were officially approved through the College Board’s AP audit process in July 2016. K12 shoulders the responsibility for ensuring that these courses maintain their official approved status with the College Board, reducing this burden on the individual school administration and faculty members.

One Semester Courses	Two Semester Courses
<ul style="list-style-type: none"> • AP U.S. Government and Politics • AP Macroeconomics • AP Microeconomics • AP Psychology 	<ul style="list-style-type: none"> • AP Biology • AP Calculus AB • AP Calculus BC • AP Chemistry • AP English Language & Composition • AP English Literature & Composition • AP Environmental Science • AP French • AP Spanish • AP Statistics • AP US History • AP World History

Mobile Apps for AP Exams

K12 has developed AP Exam Review Apps to help students prepare for success on AP Exams. Apps available include:

- English Language Arts
- English Literature
- World History
- United States Government
- European History
- United States History
- Calculus AB
- Calculus BC

- Psychology
- Environmental Science

History: K12 high school History emphasizes the narrative of History—a narrative story that includes great historical figures as well as everyday people, and the governments, arts, belief systems, and technologies they have developed in various cultures over time. These History courses meet state and national standards for content and skills and are offered at levels appropriate to the student’s needs. Courses in World History, Modern World History, United States History, and Modern United States History combine stunning textbooks (in both conventional and online formats) published by K12 and integrated with interactive online lessons that guide students’ reading, reinforce major concepts, allow students to practice the skills of the historian, and enrich student learning through virtual field trips, discussion boards, and a variety of research and skills activities. Online lessons also integrate topics in Geography, Civics, and Economics into the study of history. Economics and U.S. Government courses are also offered to meet graduation requirements.

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

Science: Stride K12 offers a complete high school curriculum in science. The curriculum includes courses in physical science, biology, earth science, chemistry, physics, and environmental science.

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

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

The textbooks (in both offline and digital formats) provide reference information, more worked examples, and robust, well-sequenced problem sets so students can learn by practicing. Each lesson also includes resources that help teachers and mentors support students. Formative assessments come in the form of computer-scored quizzes. Summative assessments include computer-scored as well as teacher-graded components with robust rubrics.

Many courses are available in various levels including Core, Comprehensive, Honors, and AP. Among the

math courses offered are Algebra I, Algebra II, and Geometry to meet graduation requirements.

World Languages: K12 offers a selection of World Languages for high school students that will meet or exceed the graduation requirements for (XX insert applicable graduation requirements).

Elective Curriculum:

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

- **World Languages:** World Languages are increasingly important in the economy today, and students can take up to four years (including college-level AP) of courses in a variety of World Languages. K12's online language courses include recording technology so students' speaking ability can be accurately assessed by their teachers. Languages include Spanish, French, German, Latin, Japanese, and Chinese
- **Science:** Special interests in science can be pursued in Environmental Science, Renewable Technologies, Astronomy, or Forensic Science.
- **Social Science:** Students interested in the social sciences can elect to explore Anthropology, Psychology, Economics, Civics, Sociology, Family and Consumer Science, Archaeology, or Contemporary World Issues.
- **Fine Arts:** Electives in the arts include Fine Art, Music Appreciation, and AP Art History.
- **Technology and Computer Science:** A variety of technology and computer science courses are offered, ranging from basic Computer Literacy to AP Computer Science. Students may explore career avenues with courses including Digital Art, Image Design and Editing, Audio Engineering, Engineering Design/CAD, C++ Programming, and Web Design. Technology and computer science courses are heavily project-based, and students complete the courses with portfolios of completed work.
- **Business:** Students are given additional opportunities to explore careers with Introduction to Marketing I and II and Accounting. They can get practical experience in creating budgets, developing long-term financial plans to meet their goals, and making responsible choices about income and expenses with Personal Finance. Consumer Math's comprehensive review and study of arithmetic skills has both personal and vocational applications.
- **Health and Physical Education:** Students can earn credit and learn essential skills with the courses Skills for Health and Physical Education. Physical Education, which may be repeated for additional semesters as needed to meet state standards, requires daily physical activity, verified by a parent or mentor. Both courses are also available as credit recovery.
- **Communications:** Students can pursue their interests in communications with courses in Journalism, Public Speaking, or Creative Writing.
- **Elective Advance Placement courses:** Including Macroeconomics, Microeconomics, and Psychology: Depending on the policies of the college they attend, XX students may receive college credit, advanced placement, or both by taking the AP exam associated with an AP course and earning a score of 3 or higher.
- **College and Career Readiness:** Students are guided through high school with a series of courses called Finding Your Path. These courses, which include K12's school-counseling tool, help students navigate the unique challenges of each year of high school, plan, and meet their goals. Other courses that focus on study skills, school success, and future planning include Reaching Your Academic Potential and Achieving Your Career and College Goals. Students may also get valuable work experience and school

credit for projects they design themselves in Service Learning. Examples of college and Career Readiness courses include:



Career Prep (Career Technical Education/CTE) at Stride – Present and Future

Stride K12 recognizes that student plans after high school will vary and may include immediate immersion in the work force as well as post-secondary education. K12 has recently augmented their catalog and will continue to expand their offerings in Career Technical Education (CTE) to increase students’ career and industry readiness by high school graduation. Examples of these CTE offerings extend from individual courses that are part of their catalog to sequences of courses in programs that result in preparedness to earn industry-recognized certifications.

Stride K12 offers a wide range of CTE courses, from career exploration courses to in-depth content in 30 of the Career Pathways™ in four of the sixteen National Career Clusters™. K12 is continuing to develop additional exploration courses and in-depth courses based on other pathways identified in the National Career Cluster Framework.

Stride K12 offers a set of intensive course pathways to prepare students with work-ready skills and credentials. These pathways can be embedded in any school and could easily represent a “school-within-a-school” allowing students to leave high school with qualifications in demand in today’s labor market. K12 launched its first career-focused school in 2014. In the fall of 2016, K12 launched three additional “Destinations Career Academies” (DCAs) or Career Prep Academies. These four schools are “dedicated” career academies where all students pursue a career pathway in addition to their core education and high school diploma. The courses offered in DCAs in 2016-2017 span twelve pathways in four clusters: Manufacturing, Business/Management/Administration, Health Sciences, and Information Technology. Future implementation of similar programs in other high-demand fields, such as Agriculture and Hospitality/Tourism, is in development. Currently, two additional K12 partner schools have dedicated career programs or “a school within a school”. In these schools, the student body is a mix of students pursuing a high school diploma and those pursuing a high school diploma and a credential in one of the career pathways.

An example of a CTE pathway program is the K12 four-year Manufacturing program. This consists of an exploratory experience in manufacturing, and six, one-semester courses in automated manufacturing. This pathway prepares students for credentials associated with Computerized Numerical Control (CNC) manufacturing, including multiple certification opportunities.

All these efforts are supported by a series of opt-in programs called the “College and Career Workshops.” These are available as a series of asynchronous presentations on college and career-related topics and may be used in a variety of ways including in homeroom and in student and parent engagement sessions.

Remediation and Credit Recovery

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

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

National Standards for Quality Online Programs

iNACOL

International Association for K-12 Online Learning

Michigan Cyber Schools

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

Introduction

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

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

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

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

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

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

The *National Standards for Quality Online Programs* are identified on the following pages.

Rating Scale

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

Support Standards

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

P	Organizational Support—A quality online program has organizational support to oversee the instructional learning environment as it is conveyed through technology. Some organizational support services may be distributed between the program and other entities, depending on the physical location where the students are taking their online courses.	Rating
✓	Provides an online learning environment that is appropriately maintained, secure and is a productive and safe work environment for students and staff. <i>Provide the location and sites for students and staff that may include training, instruction, and mentoring opportunities. (See Comments/Evidence below)</i>	4
✓	Provides a work environment consisting of the resources, tools, and organizational policies that enables staff to implement the program’s mission, beliefs, and objectives.	4

Comments/Evidence:

Pertaining to locations/sites for students and staff for training, instruction, and mentoring: sites vary throughout the state, based on student population, and are not permanent locations. Beacon Buddies allows for students to interact with other students and staff in a safe, public environment. The management company (STRIDE/K12) provides MGLVA with significant resources in the systems and technology behind its online programs. Firewalls and other cyber security measures are in place to ensure a safe working environment for students and staff.

Evaluation Standards

A culture of continual program improvement is critical in becoming a quality online program and maintaining that status. Evaluation efforts are utilized to both verify the program is meeting its intended purposes and identify where improvements

can be made. The cycle is completed by taking this information and developing concrete plans for program improvement.

R	Program Evaluation — A quality online program recognizes the value of program evaluation. Program evaluation is both internal and external and informs all processes that effect teaching and learning. Internal evaluations often are more informal in nature and may provide immediate feedback on a targeted area of inquiry. External program evaluations typically look at the entire program from an objective perspective that will bring additional credibility to the results.	Rating
✓	Conducts ongoing internal evaluations that include regularly collecting and analyzing data based on national, state, and/or program metrics. Provide the schedule for data collection and reporting – SY22-23 Data Digs Data Collection Process ;	4
✓	Conducts ongoing internal evaluations that include using clearly articulated measures to evaluate its learners. Provide evidence of a continuous improvement plan – Stride-K12 Continuous Improvement Plan	4
✓	Conducts ongoing internal evaluations that include determining program success by measuring student achievement and satisfaction based on valid and reliable assessment techniques. Provide the tool or review document to measure success and collect data- Compliance Track Overview; Compliance Track Workbook SY22-23	4
✓	Conducts ongoing internal evaluations that include ensuring students participate in state or national standardized testing, as appropriate and evaluating results against state or national data. Provide the testing and assessment cycle – MGLVA Assessment Plan SY22-23; Stride STAR and NWEA Tiered Growth and Participation Guidelines SY22.23	4
✓	Conducts ongoing internal evaluations that include consistently evaluating faculty to assure instructional quality, using clear, consistent policies, measures, and procedures. Provide the teacher evaluation tool for staff evaluation – 5DRubric v3 secured	4
✓	Conducts ongoing internal evaluations that include reviewing and evaluating courses to ensure quality, consistency with the curriculum, currency, and advancement of the student learning outcomes. Provide the curriculum alignment from the model program to the K-12 Michigan Content Standards – SY22-23 Standards Mastery MGLVA	4
✓	Conducts periodic external evaluations that include validating internal evaluation process and results. Provide the tool and vendor will the authorizer work with to conduct the external evaluation – Vendor: National Charter School Institute/Tool: Performance Index	4
✓	Conducts periodic external evaluations that include informing an improvement plan for the online program. Provide a timeline that shows when the School Improvement Plan/District Improvement Plan will be reviewed by the authorizer – School Improvement Plan Process	4
✓	Program Evaluation communicates evaluation results to program stakeholders. What about the evaluation will be communicated? When? – MGLVA 2022 Spring K8 Parent Satisfaction Survey Results; MGLVA 2022 Spring HS Parent Satisfaction Survey Results (Also see Comments/Evidence below)	4

Comments/Evidence:

Stride/K12 continually collects available data to evaluate its programs. When weaknesses are discovered, teams are formed to investigate and create action plans to address the weaknesses. The curriculum development team studies outcome data to continually improve the curriculum. Parents, students, teachers, and leaders are also surveyed at least two times per year to give feedback on the Stride/K12 managed programs. Program Evaluation results, data, and stakeholder feedback is communicated via various means as required by law, which may include but not limited to website postings, email newsletters, and board presentations.

S	Program Improvement — A quality online program establishes a culture of continual program improvement. Improvement planning focuses on using program evaluations, research, and promising practices to improve student performance and organizational effectiveness. It fosters continuous improvement across all aspects of the organization and ensures the program is focused on accomplishing its mission and vision.	Rating
✓	Uses strategic, long-range, and operational planning and evaluation to continuously improve its educational programs and services.	4
✓	Uses data effectively to drive instructional and management decision-making.	4
Is based on:		
✓	Advancement of the program’s vision and mission.	4
✓	Student achievement.	4
✓	Internal and external evaluation.	4
✓	Current research in the relevant areas.	4
✓	Promising practices.	4
Includes provisions for:		
✓	Beta testing and peer review.	4
✓	Satisfaction surveys by students, parents, teachers, and schools as appropriate.	4
✓	Evaluation of curriculum and instruction as it relates to student achievement.	4
✓	Regular online teacher performance evaluations.	4
✓	Reviewing and updating policies and procedures.	4

✓	Reviewing appropriateness, effectiveness and quality of teaching and learning technologies.	4
✓	Regular online course reviews.	4

Comments/Evidence:

Stride/K12 managed programs work in a constant improvement loop that encompasses all aspects of the school experience, including curriculum, teachers, the instructional model, school policies, etc. When new promising ideas emerge, K12 strives to roll out these ideas in a beta/pilot format to test effectiveness compared to a control before rolling out across the entire program. Satisfaction surveys are used regularly by the online programs to inform stakeholder satisfaction. An internal data analytics team provides detailed analysis of student tests scores, both on internal measures and on official state measures, to help the online programs understand where to focus for academic improvement.

Schedule 7-3

Staff Responsibilities
MGLVA/K12 ESP Agreement and K12 ESP Information Sheet

CONTRACT SCHEDULE 7-3

DESCRIPTION OF STAFF RESPONSIBILITIES

The Academy will contract with Stride K12 (Stride, Inc.,) an Educational Service Provider, pursuant to the terms of the Educational Products and Services Agreement (the "Management Agreement") that has been submitted and reviewed by the MAPS Charter School Office. A copy of the Management Agreement is incorporated into this Schedule 7-3. Pursuant to the terms and conditions of the Management Agreement, Stride, Inc. will provide the Academy with a range of services as permitted by the Code, including accounts payable/accounts receivable management, personnel management, payroll and accounting, curriculum development, and professional development services for staff and teachers. Where appropriate, Stride K12 will assist the Academy in remaining compliant with the terms and conditions of the Contract, the Code, and all rules and regulations established by the Department and other regulatory bodies.

The Management Agreement between the Academy and Stride, Inc. establishes that Stride K12 is the employer of all staff assigned to the Academy. Listed below are the job descriptions for Stride K12. staff assigned to the Academy pursuant to the Management Agreement.

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Executive Director/Head of School 7-3-4

School Operations Manager 7-3-6

Academic Administrator/Principal 7-3-8

Assistant Academic Administrator/Principal 7-3-10

Student Support Administrator 7-3-12

Academic Administrator/Principal/CTE 7-3-14

Registrar 7-3-16

Registrar, Special Education 7-3-18

Title Programs Coordinator 7-3-20

Testing Coordinator 7-3-22

Related Services Coordinator 7-3-24

General Education Teacher 7-3-26

Intervention Teacher 7-3-28

Special Education Teacher 7-3-30

Advisor 7-3-32

School Counselor 7-3-34

Educational Products and Services Agreement 7-3-36

Job Title: School Leadership Director
Alternate Job Title: Executive Director (formerly Head of School)
Job Code: MEACSL5
Career Track: Management
FLSA Status: Exempt
Job Family: Academics
Job Subfamily: School Leadership
Level: 5

SUMMARY: The Executive Director serves as the executive officer for the school overseeing development and supervision of all school programs, business strategies, budget, and academics. With a strong focus on customer relationships, this role is an ambassador for Stride, Inc. with the community and civic groups and ensures compliance with the requirements of federal, state, and local agencies.

ESSENTIAL FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Serve as the executive officer of the school, administering the development and sustainment of a positive educational program designed to foster student achievement, as well as effectively balance public company responsibilities with its mission-oriented values.
- Own the school budget, forecasting and work force planning; set budgets, create organizational structures, and allocate capital and people resources to achieve company and functional goals.
- Make appropriate financial, operational, and resource allocations to achieve short- and long-term financial goals.
- Oversee all business decisions within the school to ensure outcomes are achieved.
- Create a strong, trusting relationship with the board (district) clients, ensure compliance with contract requirements, and provide advice on policies, programs, and innovative solutions.
- Proactively make business decisions based on knowledge of education industry, customer base, political and regulatory environment, technology, competitors, and financial trends.
- Guide and empower school academic leaders in supervision of staff related to teaching and academic outcomes.
- Use market, customer, and organizational performance data to identify opportunities to improve top- and bottom-line results.

Supervisory Responsibilities: Directly supervises 5 - 10 full-time equivalent (FTE) employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

REQUIRED QUALIFICATIONS:

- Bachelor's degree in relevant field AND
- Ten (10) years of related professional experience AND
- Five (5) years of leadership OR
- Equivalent combination of education and experience
- Demonstrated leadership, management, interpersonal relations, and communication skills.
- Proven business experience and acumen.
- Owner of a line of business or school budget.
- Experience building a leadership team of top talent and creating an environment that supports active listening and willingness to share different viewpoints.
- Successful creation of strategic partnerships that enable business growth.
- MS 365; Web proficiency.
- Ability to travel 25% of the time
- Ability to clear required background check(s)

Certificates and Licenses: Valid appropriate state administrative license as required.

DESIRED QUALIFICATIONS:

- Experience leading a remote team
- Master's degree or MBA

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is an office-based position. The noise level in the office is usually moderate (computers, printers, light foot traffic). This position is open to residents of, and may be performed remotely from Washington, D.C., and from any state except Colorado.

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

Job Title: School Operations Manager
Alternate Job Title: Operations Manager
Job Code: MEACSO3
Career Track: Manager
FLSA Status: Exempt
Job Family: Academics
Job Subfamily: Support Operations
Level: 3

SUMMARY: The School Operations Manager performs and/or oversees various aspects of school operations with an emphasis on compliance activity at all levels, internal and external to the K12 organization.

ESSENTIAL FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Develop and manage relationships with partner districts, state, and other education stakeholders.
- Oversee and maintain student records and data; creates/implements/documents processes that ensure student data validity in K12 and 3rd party databases.
- Act as point-of-contact and manages reporting issues including all local, K12, state, and federal reporting requirements.
- Work with administrative staff to ensure the school is in compliance with and meets all audit requirements.
- Manage the development of school policies and procedures, e.g., assists with the Company's efforts nationally to develop policies and procedures, training standards and curriculum enhancements.
- Assist in student recruitment and the planning of school events.
- Oversee communication between the Company, students and families and districts related to student enrollments, registrations, withdrawals and end-of-year reclamation efforts.
- Supervise and manage office staff and assists with a wide variety of personnel support issues; Makes daily work assignments and monitors the Enrollment and Registration team's progress toward goals.

Supervisory Responsibilities: Directly supervises 2 - 5 Full-Time Equivalents (FTEs). Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

MINIMUM REQUIRED QUALIFICATIONS:

- Bachelor's degree in relative field of study AND
- Seven (7) years of relevant professional experience OR
- Equivalent combination of education and experience

Certificates and Licenses: None required.

OTHER REQUIRED QUALIFICATIONS:

- Great organizational and time management skills
- Proficient MS365; web proficient
- Strong technology skills
- Experience using search engines (internet) for research projects
- Experience using a student information system and/or other type of database
- Strong written and verbal communication skills
- Ability to travel 35% of the time
- Ability to clear required background check(s)

DESIRED QUALIFICATIONS:

- Formal project management experience in fast-paced or start-up environment

- Non-profit / education grants management experience
- Experience with managing online learning

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position with travel requirements.

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer. By signing below the incumbent acknowledges that she/he has reviewed and is familiar with the contents of this job description.

Job Title: School Leadership Manager
Alternate Job Title: Academic Administrator/Principal
Job Code: MEACSL3
Career Track: Management
FLSA Status: Exempt
Job Family: Academic
Job Subfamily: School Leadership
Level: 3

SUMMARY: The Academic Administrator/Principal directs and coordinates educational, administrative, and counseling activities of student by performing the following duties personally or through subordinate supervisors.

ESSENTIAL FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Ensures conformance of educational programs to state and local school board standards through evaluation, development, and coordination activities.
- As needed, research, and implements non-K12 curriculum resources that meet state standards.
- Manages teaching and administrative staff; Manages Master and Lead Teachers and programs.
- Helps articulate the school's mission and vision with the aim of ensuring all stakeholders have a common understanding and are positioned to work cooperatively in order to achieve desired results; Utilizes/relies heavily upon communication technologies and practices that most effectively support a predominantly virtual / remote work environment.
- Confers with teachers, students, and parents concerning educational and behavioral problems in school.
- Coordinates with teacher and K12 Enrollment regarding expulsions and withdrawals.
- Ensures that the school is meeting the needs of students while complying with local, state, and federal laws, including laws pertaining to special education.
- Develops and oversees implementation of the school's Academic Improvement Plan.

Supervisory Responsibilities: Directly supervises 15-30 Full-time Equivalent (FTE) regular employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

MINIMUM REQUIRED QUALIFICATIONS:

- Master's Degree in business, education or related field of study AND
- Five (5) years of educational experience AND
- One (1) year of supervisory experience OR
- Equivalent combination of education and experience

Certificates and Licenses: Valid state administrative license required.

OTHER REQUIRED QUALIFICATIONS:

- Demonstrable leadership, organizational and time management skills
- Strong written and verbal communication skills
- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 20% of the time
- Ability to clear required background check(s)

DESIRED QUALIFICATIONS:

- Experience as an on-line / virtual educator
- State Supervisory Certificate or working toward it

WORK ENVIRONMENT:

This is a home-based position

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

Job Title: School Leadership Supervisor
Alternate Job Title: Assistant Academic Administrator
Job Code: MEACSL1
Career Track: Management
FLSA Status: Exempt
Job Family: Academic
Job Subfamily: School Leadership
Level: 1

SUMMARY: The Assistant Academic Administrator, directs and coordinates educational, administrative, and counseling activities of high school students by performing the following duties personally or through subordinate supervisors.

ESSENTIAL FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Ensures conformance of educational programs to state and local school board standards through evaluation, development, and coordination activities; As needed, researches and implements non-K12 curriculum resources that meet state standards.
- Helps articulate the school's mission and vision with the aim of ensuring all stakeholders have a common understanding and are positioned to work cooperatively in order to achieve desired results; Utilizes/relies heavily upon communication technologies and practices that most effectively support a predominantly virtual / remote work environment.
- Ensures that the school is meeting the needs of students while complying with local, state, and federal laws regarding special education and other categorical programs (such as Title I, LAP, CTE).
- Interfaces with students, families, local Municipal Court systems, and local districts in regards to compliance as it relates to student attendance and engagement in educational program as defined by school policy and student handbook expectations.
- Develops and oversees implementation of the school's Student Achievement Improvement Plan.
- Supervises and evaluates teaching staff; Manages teacher performance, developing and providing necessary training to support their professional development; Manages Master and Lead Teachers and programs.
- Confers with teachers, students, and parents concerning educational and behavioral problems in school; Coordinates with teacher and K12 Enrollment regarding expulsions and withdrawals.

Supervisory Responsibilities: Directly supervises 15-30 Full-time Equivalent (FTE) regular employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

MINIMUM REQUIRED QUALIFICATIONS:

- Previous Supervisory Experience
- Master's degree AND
- Five (5) years of educational experience OR
- Equivalent combination of education and experience

Certificates and Licenses: Valid appropriate state administrative license as required.

OTHER REQUIRED QUALIFICATIONS:

- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 10% of the time for meetings, professional development, etc.
- Ability to clear required background check(s)

DESIRED QUALIFICATIONS:

- Previous experience as an online Educator
- Previous administrative experience

WORK ENVIRONMENT:

This is a home-based position

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

Job Title: School Leadership Manager
Alternate Job Title: Student Support Administrator
Job Code: MEACSS3
Career Track: Management
FLSA Status: Exempt
Job Family: Academics
Job Subfamily: Non-Instructional Student Support
Level: 3

SUMMARY: The Student Support Administrator promotes and enhances the school's academic mission by improving levels of student engagement and ensuring that this increased engagement leads to improved academic achievement. The role oversees the services provided to build capacity within students and families to assist in their student's education. This position will implement and manage the supports given to all students and families and collaborate with school, department, and community leaders to ensure student academic achievement

ESSENTIAL FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- **Supervisory duties:**
 - Manages all Student Support Team roles including Student Support Advisors, Student Attendance Specialist, Student Resource Specialist, School Counselors and Community Engagement Specialist.
 - Interviews, Hires and Trains new Student Support Team members, as needed.
 - Responds to personnel issues.
- **Student Support Staffing:**
 - Works closely with Academic Administrators, Data Team Leads, Interventionists and Academic Leads to develop, implement, and track successful Strong Start processes for all students.
 - Manages the Student Support Intervention Tracker.
 - Prepares for and lead weekly Student Support Staffing.
- **Direct Student Support Duties:**
 - Works closely with Academic Administrators, Data Team Leads, Interventionists and Academic Leads to develop, implement, and track successful Strong Start processes for all students.
 - Oversees and implements tiered support mechanisms to identify students who are on a downward academic, engagement or attendance trajectory and ensures interventions are implemented accordingly.
 - Reacts to data trends and engages the correct team members as needed.
 - Analyzes data to guide data-driven action in the direction of more effective engagement efforts to improving student engagement levels.
- **School Culture:**
 - Trains Student Support Team Members, Leadership, and school staff on student support best practices.
 - Acts as a school representative for Students Support Team initiatives, including, but not limited to, Strong Start, Student & Advisor relationships, and attendance.
 - Serves on school-based, system-wide, and community-based teams to develop interventions for increasing student's academic success.
 - Leads the effort to create, define and instill a school culture that underlies and informs every aspect of the school experience from students-to-families-to-staff and guides data driven decision-making and actions.
 - Collaborates with Learning Coaches, teachers, and the school leadership team to develop a family-friendly school climate.

- **Learning Coach Education:**

- Implements Learning Coach Engagement strategies that tie directly to school improvement goals including, but not limited to, the Learning Coach onboarding process, Parent Advisory Committees, and Learning Coach outreach.

Supervisory Responsibilities: Directly supervises 6-15 Full-time Equivalent (FTE) regular employees and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

MINIMUM REQUIRED QUALIFICATIONS:

- Bachelor's Degree AND
- Five (5) years of related leadership experience OR
- Equivalent combination of education and experience

Certificates and Licenses: None required.

OTHER REQUIRED QUALIFICATIONS:

- Creative problem-solving skills to motivate at-risk students to engage in school and learning.
- Experience working with at-risk learners, including those in poverty.
- Strong data-analysis, communication, and program management skills.
- Self-motivated.
- Proficiency in Microsoft Office Suite (Outlook, Word, Excel, PowerPoint, etc.); Web proficiency.
- Ability to travel 10% of the time.
- Ability to clear required background check(s).

DESIRED QUALIFICATIONS:

- Master's degree in Education, Counseling, Human Services, or related field of study.
- Demonstrated leadership success overseeing and evaluating a group of diverse, cross-functional employees.

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position but may require one or more days a week in the office as determined by the supervisor.

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

Job Title: School Leadership Manager
Alternate Job Title: Academic Administrator/Principal / Career and Technical Education (CTE)
Job Code: MEACSL3
Career Track: Management
FLSA Status: Exempt
Job Family: Academic
Job Subfamily: School Leadership
Level: 3

SUMMARY: The Career & Technical Education (CTE) Academic Administrator plays a key role in developing and executing the program vision. The role develops, facilitates, and manages CTE programs that support career pathways and integrated academics by providing instructional leadership, community building and human and financial resources management. The role carries out the mission of the school to ensure a quality educational experience by preparing students with specific technical skills, employability skills and integrated academics for advancement along a career path and lifelong learning.

ESSENTIAL FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Drives academic performance for school; Ensures conformance of educational programs to state and local school board standards through evaluation, development, and coordination activities; As needed, researches and implements non-K12 curriculum resources that meet state standards.
- Leads, supports, coordinates CTE programs through planning and implementation processes, which include but are not limited to career pathways, integration of academics, integration of technology and work skills for the 21st century and which include emphasis on technical preparation.
- Helps articulate the school's mission and vision with the aim of ensuring all stakeholders have a common understanding and are positioned to work cooperatively to achieve desired results; Utilizes/relies heavily upon communication technologies and practices that most effectively support a predominantly virtual / remote work environment.
- Assists in ensuring quality student service programs (i.e., attendance, discipline, records, special services, guidance/counseling, scheduling, emergency procedures); Supports the initiation and development of Career and Technical Student Organizations (CTSO); Support the work-based needs of students through a variety of activities, e.g., intake for internships from counselors and working with CTE Program Coordinator on fulfilling these needs.
- Confers with teachers, students, and parents concerning educational and behavioral problems in school; Coordinates with teacher and K12 Enrollment regarding expulsions and withdrawals.
- Identifies and coordinates all School and CTE related testing; Develops testing calendars; Communicates resource needs for testing including how spend relates to calendar.
- Ensures the acquisition and efficient allocation and utilization of financial resources for the program; Utilizes assessment data in planning, budgeting, and delivering instructional programs.
- Monitors, anticipates, and implements mandated State and Federal CTE Program guidelines in conjunction with other key stakeholders to ensure program compliance and funding; Provides CTE Program Coordinator with information / data needed to complete funding applications; Tracks and provides information and support for all school required reporting.
- Ensures that the school is meeting the needs of students while complying with local, state, and federal laws including those pertaining to special education, CTE, Title 1, and other categorical programs.
- Develops and oversees implementation of the school's Academic and School Improvement Plans.
- Coordinates CTE-related professional development activities including bringing in outside experts on various topics; Attends CTE conferences on the state and national level on at least a quarterly basis.

Supervisory Responsibilities: Directly supervises 3 - 8 Full-time Equivalent (FTE) regular employees

and/or contractors. Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

MINIMUM REQUIRED QUALIFICATIONS:

- Master's degree AND
- Five (5) years of educational experience OR
- Equivalent combination of education and experience

Certificates and Licenses: Valid appropriate state administrative license as required.

OTHER REQUIRED QUALIFICATIONS:

- Previous CTE administrative experience
- Proficiency in Microsoft Office (Outlook, Word, Excel); student database software; Web
- Ability to pass required background check(s)

DESIRED QUALIFICATIONS:

- Experience as an online educator

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is an office-based position. The noise level in the office is usually moderate (computers, printers, light foot traffic).

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

Job Title: School Operations Admin 1
Alternate Job Title: Registrar 1
Job Code: ANACSO1
Career Track: Administrative
FLSA Status: Non-Exempt
Job Family: Academics
Job Subfamily: Support Operations
Level: 1

SUMMARY: The Private School Registrar is a member of Stride's Private School Registrar Team. The Registrar team is responsible for the maintenance, processing, and integrity of Stride's Private School student academic records. The Registrar supports both internal and external stakeholders assisting with the enrollment, withdrawal, and transfer of students as needed. This position is also responsible for organizing, collecting, and distributing records, as well as end of term grade approvals, assisting with transcript evaluations, and graduation planning.

ESSENTIAL FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Obtain student records from prior institutions to ensure student satisfaction of graduation requirements and compliancy
- Review, create, process, maintain, and distribute student academic records (including but not limited to graduation plans, report cards, transcripts, records distribution) in accordance with school operations and accreditation policies and deadlines
- Compile and distribute final graduation packages (diplomas, awards, official transcripts, etc.)
- Provide troubleshooting and solution in a timely manner to routine customer issues, requests, and problems, referring more complex issues to Senior Registrars
- Adapt to changes in existing procedures as needed to meet operational goals or organizational requirements
- Work with team to evolve registrar operational best practices
- Work collaboratively with Operations, Enrollment and Academic teams to support the student experience
- Contribute to the integrity, confidentiality, and security of all student records per policy
- Adhere to organization's best practices and solutions to ensure operational efficiency and optimal customer experience

Supervisory Responsibilities:

This position has no formal supervisory responsibilities.

MINIMUM REQUIRED QUALIFICATIONS:

- High School Diploma or GED
- Zero to One year of related work experience

Certificates and Licenses: None required – Notary Preferred

OTHER REQUIRED QUALIFICATIONS:

- Flexibility in working hours to include increased volume supporting start and end of school terms
- Microsoft Office (Outlook, Word, Excel)
- High level of attention to detail with focus on quality and accuracy
- Team player with positive, flexible attitude, integrity with strong interpersonal skills

- Ability to communicate customer friendly messaging as needed via email or telephone
- Ability to pass required background check(s).

DESIRED QUALIFICATIONS:

- Prior K12 experience is highly desirable
- Experience with K-12 student records and knowledge of student progression plans and credit requirements
- Experience with Salesforce and TotalView a plus
- Ability to learn new technology tools quickly (e.g., database and web-based tools)
- Experience using student information systems, learning management systems, and other types of databases
- Bachelor's degree
- Bi-lingual
- Prior experience providing exceptional customer support

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

Job Title: School Operations Administrator 2
Alternate Job Title: Special Education Registrar
Job Code: ANACS02
Career Track: Administrative
FLSA Status: Non-Exempt
Job Family: Academics
Job Subfamily: Support Operations
Level: 2

SUMMARY: The Special Education Registrar supports Special Education office by overseeing the processing requests for both new Special Education enrollments and withdrawals in the applicable systems, maintaining student files and records that are Special Education in nature, course placement for students with disabilities, performing routine administrative duties and facilitating communication with various stakeholders.

ESSENTIAL FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Requests and tracks receipt of records for newly enrolled Special Education students; prepares mass data imports for new students within prescribed time frames.
- Processes student withdrawals for students with disabilities; fulfills records requests for withdrawn students within prescribed time frames.
- Processes parent contact and data information changes in Special Education systems.
- Maintains school and state student-level databases, including data entry.
- Creates customized special education reports as requested.
- Creates and maintains Special Education students' cumulative files and other student records; audits for accuracy on at least an annual basis; establishes and maintains secure access to student records; ensures proper disposal of student records.
- Maintains and scans received files for all students with disabilities.
- Serves as primary point of contact for families, teachers, staff, and other schools regarding accessing student information and records for students with disabilities.
- Assists with national K12 efforts in training, process enhancement, etc.; facilitates communications between local schools, K12 and school districts as needed.
- Support school outings and professional learning events as requested.
- Ensures that school personnel comply with the Family Educational Rights and Privacy Act (FERPA).
- Assists the Special Education enrollment process with specific duties assigned by the Associate Special Education Director- Operations/Compliance.
- Assigns courses for students with disabilities upon guidance for the Special Education manager; and
- Ensures all Special Education state reporting is completed in a timely manner; alerts the Special Education Associate Director to any issues regarding timelines.

Supervisory Responsibilities: This position has no supervisory duties.

MINIMUM REQUIRED QUALIFICATIONS:

- High school diploma or equivalent AND
- One (1) year of related work experience OR
- An equivalent combination of education and experience

Certificates and Licenses: None required.

OTHER REQUIRED QUALIFICATIONS:

- Excellent organizational and time management skills
- Maintain confidentiality
- Strong written and verbal communication skills
- Professional experience using Microsoft Excel, Word, and Outlook
- Experience using search engines (internet) for research
- Experience using a student information system and/or other type of database
- Detail oriented, able to identify errors in student data and information
- Able to multi-task, get tasks done quickly and accurately
- Customer service oriented
- Communicate professionally and tactfully through all communications
- Flexible, team-player; adapts to changing office environment
- Basic proficiency in Microsoft Outlook, Excel, and Word; familiarity with ability to enter and retrieve information from databases
- Has a willingness to obtain special licenses or certificates such as Notary, first aid, and CPR
- Ability to travel 10% of time for meetings, professional development, etc.
- Ability to lift to 25lbs
- Ability to pass required background check(s).

DESIRED QUALIFICATIONS:

- Associate's degree
- Experience working in a public-school environment

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is an office-based position. The noise level in the office is usually moderate (computers, printers, light foot traffic).

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

Job Title: Academic Project Manager
Alternate Job Title: Title Programs Coordinator
Job Code: PEACPM2
Career Track: Professional
FLSA Status: Exempt
Job Family: Academics
Job Subfamily: General Education
Level: 2

SUMMARY: The Title Programs Coordinator coordinates all federal Title programs for the school and provides guidance and oversight of personnel and programs to ensure compliance with funding guidelines and the school plan. Facilitates necessary meetings among stakeholders to ensure decision making represents collective needs and goals.

ESSENTIAL FUNCTIONS: The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities, duties and/or skills required; other duties may be assigned. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Coordinates all federal Title programs; Ensures that the student academic performance, progress and attendance is compliant with federal and state program guidelines and the school plan.
- Oversees development of parent training programs related to Title programs.
- Develops/collaborates with others in developing policy surrounding academic and instructional programs.
- Manages/helps manage teaching staff; Coordinates teaching staff training, evaluation, and professional development with leadership team.
- Monitors budget compliance for Title programs in cooperation with the Finance Director
- Work with School Operations and Head of School to prepare reports, perform monitoring and audits.
 - Researches and implements non-K12 curriculum resources to meet state standards.
 - Develops and maintains relationships with districts, educational stakeholders, and the state.
 - Participates in school administration meetings and attends additional meetings and summits as necessary.

Supervisory Responsibilities: Collaboratively with principals, supervises 10-15 Full-Time Equivalents (FTE). Carries out supervisory responsibilities in accordance with the organization's policies and applicable laws. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems

MINIMUM REQUIRED QUALIFICATIONS:

- Master's degree in Business, Education or a related field AND
- Five (5) years education work experience OR
- Equivalent combination of education and experience

Certificates and Licenses: None Required

OTHER REQUIRED QUALIFICATIONS:

- Knowledgeable of state and federal regulations
- Demonstrated leadership skills
- Exceptionally strong verbal and written communication skills
- Strong organizational skills
- Experienced in Word, Excel, PowerPoint, and able to learn specific student management system(s)
- Ability to travel up to 25% of the time for work as may be required for training, professional development, meetings, etc.
- Ability to pass required background check(s).

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position.

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

Job Title: School Operations Associate
Alternate Job Title: Testing Coordinator
Job Code: PEACSO1
Career Track: Professional
FLSA Status: Exempt
Job Family: Academics
Job Subfamily: Operations
Level: 1

SUMMARY: The Testing Coordinator manages all aspects of state mandated testing and assessment programs for schools within the state.

ESSENTIAL FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Manages all school and state mandated assessment programs including Scantron, ELL assessments, and AP Exams etc., including make-up testing.
- Researches and secures facilities throughout the state for all in-person testing, maintaining communication to revisit needs prior to each administration, as needed.
- Attends district, state, K12, and regional trainings and ensures knowledge transfer with appropriate personnel; Trains staff in appropriate District and State testing procedures (prior to each administration).
- Tracks enrollment and orders testing materials; accordingly, ensures accuracy of testing materials.
- Creates test security plans and Test Administration Plans and documents needed for implementation of the plan; Monitors state testing to ensure all regulations and rules are followed; Investigates and prepares reports for reported test irregularities.
- Trains Site Coordinators in appropriate procedures for coordinating testing at their location; Supervises, monitors, and maintains regular communications with all Site Coordinators.
- Develops staffing plans and works with Administration to onboard staff for testing.
- Develops communications to parents and staff regarding state testing.
- Works with School Operations Manager to update and maintain the Testing Database; Maintains testing planning and tracking tools throughout the year; Tracks student accommodations for Special Education, 504, and general education students.

Supervisory Responsibilities: This position has no formal supervisory responsibilities.

OTHER DUTIES & RESPONSIBILITIES: The below statements are intended to describe the general nature and scope of work being performed by this position. This is not a complete listing of all responsibilities and/or duties required; other duties may be assigned.

- Oversees processes for sorting, packing, and shipping materials to sites; Regularly inventories and orders non-secure testing supplies for each administration.
- Collaborates with the Special Education Manager on the implementation of state testing and the needs for alternate assessment testers.

MINIMUM REQUIRED QUALIFICATIONS:

- Bachelor's degree AND
- Two (2) years of experience in test administration/protocols OR
- Equivalent combination of education and experience

Certificates and Licenses: None required.

OTHER REQUIRED QUALIFICATIONS:

- Excellent organizational and time management skills
- Ability to do occasional moderate lifting
- Professional experience using Microsoft Excel, Word, Outlook; Familiarity with using databases; Web proficiency
- Ability to travel 20% of the time
- Ability to clear required background check(s)

DESIRED QUALIFICATIONS:

- Familiarity with state testing
- Current state teacher's certificate
- Experience teaching in the classroom and administering standardized tests
- Experience with virtual/online education

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is an office-based position. The noise level in the office is usually moderate (computers, printers, light foot traffic).

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is "at-will" as governed by the law of the state where the employee works. It is further understood that the "at-will" nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer. By signing below the incumbent acknowledges that she/he has reviewed and is familiar with the contents of this job description.

Job Title: School Operations Administrator 1
Alternate Job Title: Related Services Coordinator
Job Code: ANACSO1
Career Track: Administrative
FLSA Status: Non-Exempt
Job Family: Academics
Job Subfamily: Support Operations
Level: 1

SUMMARY: The Related Services Coordinator serves as the point of contact for all teachers, staff, parents, and service providers regarding any therapy or related services provided to student through an Individualized Education Plan (IEP) or 504 Plan. The position adheres to federal and state procedures, timelines, and all required reporting regarding the acquisition and provision of these services to students.

ESSENTIAL FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Builds a network of providers throughout the state within both the private sector and local school districts; Maintains a current, accurate database of related service providers.
- Negotiates rates with providers based on market value of services rendered. Establishes contracts as appropriate; Ensures existing contracts are compliant.
- Maintains awareness of current related services expenditures and annual budget guidelines.
- Ensures appropriate placement of all students requiring any form of related services within guidelines for timeframe and provider proximity.
- Ensures appropriate distribution of most current Individual Education Plan (IEP) goals, quarterly progress reports, and other information to all appropriate stakeholders.
- Maintains tracking tools for students receiving related services; Ensures student attendance at related service sessions.
- Works with therapists/families when conflicts arise; Works with lead teachers on IEP requirements for related service goals and services; Works with school psychologist during evaluation process.
- Works directly with the Compliance Specialist for Related Services and Associate Director of Special Education on verification and approval of all related service bills; Maintains database of all related services, invoices, and students.
- Continuously researches related service options available in the virtual setting.

Supervisory Responsibilities:

This position has no formal supervisory responsibilities.

MINIMUM REQUIRED QUALIFICATIONS:

- Associate's degree in business, education or other related field of study AND
- Two (2) years of experience with business contracting process OR
- Equivalent combination of education and experience
-

Certificates and Licenses: List *OR* None required.

OTHER REQUIRED QUALIFICATIONS:

- Extensive knowledge of special education and/or related services
- Familiarity with Medicaid billing
- Exceptional oral communication skills including on the telephone
- Experience developing and implementing task related procedures with teams
- Strong organizational skills
- Ability to manage resources well – including tools, time, and staff
- Proficiency using Microsoft Excel, Word, Outlook; Experience working with/maintaining a database; Web proficiency.
- Ability to Clear required background check(s)

DESIRED QUALIFICATIONS:

- Special Education Teacher or Related Service Licensure
- Experience working with students with special needs and/or their families

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

Job Title: Gen Ed Elem Schl Tchr (PEACGE1B)
Gen Ed Midd Schl Tchr (PEACGM1)
Gen Ed High Schl Tchr (PEACGH1)
Alternate Job Title: General Ed Teacher
Job Code: See Above
Career Track: Professional
FLSA Status: Exempt
Job Family: Academics
Job Subfamily: General Education
Level: 1

SUMMARY: The Teacher is a highly qualified, state certified educator responsible for delivering specific course content in an online environment. Teachers provide instruction, support, and guidance, manage the learning process, and focus on students' individual needs. Teachers monitor student progress through Stride K12's learning management system. They actively work closely with students and parents/learning coaches to advance each student's learning toward established goals. Teachers typically work from home but must travel occasionally throughout the year to various school functions, such as state testing or as otherwise required by the school.

This is a full-time position. Ability to work independently, typically 40+ hours per week is required. Ability to maintain a professional home office without distraction during workday, typically 9-5 (or 8-4) or as defined by the school.

ESSENTIAL FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Provides rich and engaging synchronous and asynchronous learning experiences for students
- Commitment to personalizing learning for all students
- Demonstrates a belief in all students' ability to succeed and meet high expectations
- Differentiates instruction based on student level of mastery
- Augments course content according to prescribed policies and procedures using appropriate asynchronous and synchronous tools under guidance from principal and coach
- Maintains grade book ensuring student academic integrity, makes student placement and promotion decisions, and alerts administrators to concerns about student performance and progress
- Prepares students for high stakes standardized tests
- Understands that a primary responsibility is to establish and maintain positive rapport with families and regularly communicates with and responds to students and learning coaches/parents in a timely manner
- Supports learning coaches/parents with student curricular and instructional issues, as well as basic troubleshooting in a virtual classroom environment that is in line with academy policies and procedures
- Travels as required (on average once per month and/or up to 25% of the time) for face-to-face professional development, student testing, and as required by school

REQUIRED MINIMUM QUALIFICATIONS:

- Bachelor's degree AND
- Active state teaching license AND
- Ability to clear required background check(s)

OTHER REQUIRED QUALIFICATIONS:

- Ability to work collaboratively with other teachers to interpret and produce numeric, tabular, and graphic representations of student data, and use it to drive instructional decisions
- Receptive to receiving coaching on a regular basis with administrators and teacher trainers
- Ability to embrace change and adapt to ensure excellent student outcomes
- Proficient in Microsoft Excel, Outlook, Word, PowerPoint
- Ability to rapidly learn and adapt to new technologies and teaching platforms

DESIRED QUALIFICATIONS:

- Experience working with proposed age group
- Experience supporting adults and children in the use of technology
- Experience teaching in an online (virtual) and/or in a brick-and-mortar environment
- Experience with online learning platforms

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position.

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

Job Title: General Education Teacher
Alternate Job Title: Interventionist Teacher
Job Code: PEACGG1 Gen Ed Teacher
Career Track: Professional
FLSA Status: Exempt
Job Family: Academics
Job Subfamily: General Education
Level: 1

SUMMARY: The Interventionist works with the “At-Risk” student population to provide remediation in core subject areas (Reading or Math) to support academic goals to increase growth in these areas.

ESSENTIAL FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Modifies and/or adapts the K12 curriculum in alignment with the state’s content standards to meet the unique needs of each student.
- Collaborates with general education teachers to meet the goals of the targeted students through individualized and small group sessions.
- Educates parents on various instructional strategies.
- Ensures the implementation of the RTI instructional system to increase student achievement.
- Oversees data collection and progress monitoring at every tier; Uses data to help teachers plan whole and small group instruction; provides guidance to teachers on identifying and grouping students who need additional help.
- Collects and maintains all RTI data (lists of eligible students, intervention plans).
- Serves as a daily resource to school administrators, school leadership teams, and other stakeholders regarding RTI issues.
- Collaborates with Family Academic Support Liaisons (FASL), homeroom teachers, advisors, counselors, and additional district personnel to coordinate and track Tier 2 interventions.
- Provides ongoing training and support to school/district staff regarding RTI and the implementation of the RTI and data collection procedures.
- Supports teachers in documenting student progress.
- Works with the special education team to facilitate eligibility for special education.
- Ability to travel up to 20% of the time for face-to-face professional development, student testing, and/or as required by the school.

Supervisory Responsibilities: This position has no formal supervisory responsibilities.

MINIMUM REQUIRED QUALIFICATIONS:

- Bachelor’s degree AND
- One (1) year of classroom experience OR
- Equivalent combination of education and experience

Certificates and Licenses: State Licensure

OTHER REQUIRED QUALIFICATIONS:

- Strong written and verbal communication skills
- Strong organizational skills, presentation skills, and the ability to work without direct supervision
- Proficiency in Microsoft Office (Outlook, Word, Excel); Web proficiency
- Flexible schedule with ability to travel up to 10% of the time for meetings
- Ability to pass required background check(s)

DESIRED QUALIFICATIONS:

- Experience working with “At Risk” students.
- **Reading Endorsement**
- **Additional Math certification**

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position with some required travel for professional development and for testing.

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

Job Title: SpecEd Elem Schl Tchr (PEACSE1)
SpecEd Midd Schl Tchr (PEACSM1)
SpecEd High Schl Tchr (PEACSH1)
SpecEd Teacher (PEACSP1)
Alternate Job Title: Spec Ed Teacher
Job Code: See Above
Career Track: Professional
FLSA Status: Exempt
Job Family: Academics
Job Subfamily: Special Education
Level: 1

SUMMARY: Special Education Teacher is a state certified teacher responsible for delivering specific course content in an online environment. The Special Education Teacher must provide instruction, support, and guidance, manage the learning process, and focus on students' individual needs as defined by each student's Individualized Education Program. The Special Education Teacher works actively with students and parents to advance each student's learning and is also responsible for the compliance documents required in serving students with special needs.

This is a full-time position. Ability to work independently, typically 40+ hours per week is required. Ability to maintain a professional home office without distraction during workday, typically 9-5 (or 8-4) or as defined by the school.

ESSENTIAL FUNCTIONS: *Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.*

- Ensure all special education and related services are provided as determined by the IEP team by:
 - Communicating with parents and applicable related service staff to ensure that students with special needs are receiving the appropriate therapies
 - Developing compliant IEP's, progress reports and other state specific required special education documentation
 - Facilitating and leading collaborative special education meetings such as annual IEP meetings
 - Using provided resources to ensure accommodations and modifications for students with disabilities such as assistive technology, supplemental curriculum, and accessible text
- Make modifications and accommodations to Stride K12 lessons and assessments as specified by the IEP
- Ensure inclusion and success of student in the general education classroom
- Collect data and work samples to monitor student progress towards Individual Education Program (IEP) goals and objectives
- Document all contact with parents and interventions with students
- Analyze student data to prescribe remediation and enrichment as needed
- Provide rich and engaging synchronous and asynchronous learning experiences for students
- Commitment to personalizing learning for all students
- Demonstrate a belief in all students' ability to succeed and meet high expectations
- Maintain grade book ensuring student academic integrity, makes student placement and promotion decisions, and alerts administrators to concerns about student performance and progress
- Prepare students for high stakes standardized tests

- Understand that a primary responsibility is to establish and maintain positive rapport with families and regularly communicates with and responds to students and learning coaches/parents in a timely manner
- Support learning coaches/parents with student curricular and instructional issues, as well as basic troubleshooting in a virtual classroom environment that is in line with academy policies and procedures
- Travel as required (on average once per month and/or approximately 10% of the time) for face-to-face professional development, student testing, and as required by school

MINIMUM REQUIRED QUALIFICATIONS:

- Bachelor's degree AND
- Active State Special Education teaching license AND
- Ability to clear required background check(s)

Endorsement: *(Insert endorsement here or delete)*

OTHER REQUIRED QUALIFICATIONS:

- Ability to work collaboratively with other teachers to interpret and produce numeric, tabular, and graphic representations of student data, and use it to drive instructional decisions
- Receptive to receiving coaching on a regular basis with administrators
- Ability to embrace change and adapt to ensure excellent student outcomes
- Proficient in Microsoft Excel, Outlook, Word; PowerPoint
- Ability to rapidly learn and adapt to new technologies and teaching platforms
- Strong written/verbal communication skills

DESIRED QUALIFICATIONS:

- Experience working with the proposed age group
- Experience supporting adults and children in the use of technology
- Experience teaching online (virtual) and/or in a brick-and-mortar environment
- Experience with online learning platform

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position.

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

Job Title: Engagement Associate
Alternate Job Title: Advisor
Job Code: PNACEG1 (Paid Hourly)
Career Track: Professional
FLSA Status: Exempt
Job Family: Academics
Job Subfamily: Student Engagement
Level: 1

SUMMARY: The Advisor is responsible for increasing student and Learning Coach engagement within the school to drive improved academic growth. The role is committed to providing consistent support throughout the student experience.

ESSENTIAL FUNCTIONS: Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties.

- Oversee a caseload of students assigned by the school to increase engagement (e.g., monitoring student log in, class attendance) through intervention (e.g., Learning Coach training, catch up sessions, time management).
- Provide consistent proactive support to students using data resources.
- Provide support to students and Learning Coaches through the Onboarding (Strong Start) experience.
- Serve as primary point of contact between students and Learning Coaches and teachers and/or school administration.
- Pursue and apply continuous education and training to increase efficacy with the dynamic needs of their students and Learning Coaches

Supervisory Responsibilities: This position has no formal supervisory responsibilities.

MINIMUM REQUIRED QUALIFICATIONS:

- Two (2) years of college AND
- Two (2) years of experience in education OR
- Equivalent combination of education and related experience

Certificates and Licenses: None required.

OTHER REQUIRED QUALIFICATIONS:

- Strong written and verbal communication skills.
- Excellent problem-solving skills.
- Organizational skills, multi-tasking abilities.
- Adaptable and comfortable in a fast-paced work environment.
- Proficiency in Microsoft Office Suite (Word, Excel, Outlook, PowerPoint); Web proficiency.
- Familiarity with the online learning experience.
- Ability to travel 25% of the time.
- Ability to pass required background check(s).

DESIRED QUALIFICATIONS:

- Four (4) years of college education.
- Experience working with the proposed age group.
- Experience supporting adults and children in learning and the use of technology.
- An ability to learn new technology tools quickly (ex. database and web-based tools).

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position that may require one or more days a week in the office as determined by the supervisor. The noise level in the office is usually moderate (computers, printers, light foot traffic).

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer.

SS_All Regions_Advisor

Date Last Saved May 31, 2023

Job Title: Certified Supp Associate
Alternate Job Title: School Counselor
Job Code: PEACCE1
Career Track: Professional
FLSA Status: Exempt
Job Family: Academics
Job Subfamily: Non-Instructional Student Support
Level: 1

SUMMARY: Utilizing leadership, advocacy, and collaboration the School Counselor promotes student success by providing preventive services and responding to identified needs through implementation of a comprehensive school counseling program that helps guide all learners in their academic success, personal and social development, and career and college planning and readiness.

- Delivers individual and group guidance curriculum supporting student development.
- Assist students in course placement and course scheduling.
- Prepares and reviews transcripts and other academic documentation for new and returning students.
- Works collaboratively with teaching staff to develop a four (4) year plan for inclusion in the Individual Learning Plan (ILP).
- Analyzes student data and develops data-driven programs for intervention action plans.
- Provides responsive services to individuals or groups on academic and personal issues.
- Provides an individual planning system to guide students toward post-secondary goals.
- Assists students in the acquisition of study skills, academic opportunities, and benefits.
- Provides a support system that strengthens the efforts of teachers, staff, and parents.
- Supports standardized testing program; parent education; and staff development.
- Works with the teaching team to design and implement an Individual Learning Plan (ILP) for each student in school.
- Focuses students and families on college and career readiness.
- Provides academic counseling, including recommendations on Advanced Placement (AP) and technical courses, to challenge and enrich student learning opportunities.
- Audits student schedules for candidacy for graduation as determined by school and state policies.

Supervisory Responsibilities: This position has no supervisory responsibilities.

MINIMUM REQUIRED QUALIFICATIONS:

- Bachelor's degree AND
- Three (3) years of experience in counseling and/or advisement OR
- Equivalent combination of education and experience

Certificates and Licenses: Appropriate state certification for school counselor.

OTHER REQUIRED QUALIFICATIONS:

- Proficiency in Microsoft Office Suite, Web-based search engines, and database systems
- Flexible schedule: Ability to travel as needed
- Ability to clear required background check(s)

DESIRED QUALIFICATIONS:

- Master's degree in school counseling

- Experience with distance learning
- Advanced coursework in counseling and administration
- Experience as a 7-12 teacher
- Experience in a customer service environment.
- Experience with Local, State, and Federal laws and mandated reporting
- Experience in a charter school environment preferred
- Experience with state career planning systems, Pathfinder, or other career planning platforms/tools

WORK ENVIRONMENT: The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- This is a home-based position.

The above job is not intended to be an all-inclusive list of duties and standards of the position. Incumbents will follow any other instructions, and perform any other related duties, as assigned by their supervisor. All employment is “at-will” as governed by the law of the state where the employee works. It is further understood that the “at-will” nature of employment is one aspect of employment that cannot be changed except in writing and signed by an authorized officer. By signing below the incumbent acknowledges that she/he has reviewed and is familiar with the contents of this job description.

SS_School_Counselor_FINAL

Date Last Saved May 31, 2023

EDUCATIONAL SERVICES AGREEMENT

Between

MICHIGAN GREAT LAKES VIRTUAL ACADEMY

And

K12 VIRTUAL SCHOOLS LLC

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EDUCATIONAL SERVICES AGREEMENT

Between the
MICHIGAN GREAT LAKES VIRTUAL ACADEMY And
K12 VIRTUAL SCHOOLS LLC

This EDUCATIONAL SERVICES AGREEMENT (“**Agreement**”) is made and entered into, by and between the MICHIGAN GREAT LAKES VIRTUAL ACADEMY a Michigan nonprofit corporation (hereinafter the “**School**” or “**Academy**”) and K12 Virtual Schools LLC, a Delaware limited liability company (hereinafter “**K12**”), each a “**Party**” together the “**Parties**”, as of the date signed by both Parties, and includes the following exhibits:

- a. Exhibit A (Services)
- b. Exhibit B (K12 Proprietary Marks)

This Agreement shall supersede and replace the Educational Products and Services Agreement entered into by the Parties, dated July 18, 2013 (the “Initial Agreement”) and the Educational Products and Services Agreement entered into by the Parties, dated June 4, 2018 (together with the Initial Agreement, the “Prior Agreements”).

RECITALS

A. WHEREAS, the mission of the School is to utilize research-based learning and technology applications, combined with teacher/student/parent involvement, to provide a new, innovative model of public charter school education adapted to the needs of elementary, middle and high school students throughout the State of Michigan.

B. WHEREAS, MICHIGAN GREAT LAKES VIRTUAL ACADEMY was granted a contract (“Charter”) from the Manistee Area Public School District Board of Education, pursuant to Part 6e of the Revised School Code (“Code”), MCL 380.561 et seq., to operate a school of excellence that is a cyber school to be called Michigan Great Lakes Virtual Academy that will utilize K12 services, including the Educational Products defined herein, in accordance with this Agreement.

C. WHEREAS, K12 and its Affiliates were established, among other things, for the following purposes:

- promoting and encouraging new methods of effective education;
- implementing innovative and effective instructional systems in elementary and secondary education.

D. WHEREAS, K12 represents that (1) it has the experience, resources, and personnel to deliver a quality education program that improves pupil academic achievement as measured by the International Association of K12 Online Learning (iNACOL) standards; and (2) will provide the School with a variety of educational products and services in furtherance of the School's mission. These educational products and services include providing the highly regarded K12® Curriculum, online school and learning management systems; teacher training, recruitment and management; financial and school administration services; technology services for a student account management system and other administrative and technology support services specified in this Agreement and the Charter as applicable to the Program.

E. WHEREAS, it is the intention of both Parties to enter into a long-term relationship in which Michigan Great Lakes Virtual Academy governs the Program while K12 provides comprehensive educational services, including management services and related products in accordance with the terms of this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in this Section 1 as follows:

1.1. Affiliates. An “Affiliate” of K12 is an entity that controls, is controlled by, or under common control with K12, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise.

1.2. Applicable Law. Applicable Law has the meaning ascribed in the Charter issued to MGLVA and includes the Constitution of the State of Michigan, the Michigan State education laws including the Code, the federal Constitution and the Elementary and Secondary Education Act, the federal Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and other binding rulings applicable to public school academies in the State.

1.3. Board. The Board is The Board of Directors of Michigan Great Lakes Virtual Academy that governs the School.

1.4. Charter. The Charter is defined as the authorization provided to the School by the Charter Authorizer pursuant to Applicable Law, permitting the School to operate as a school of excellence that is a cyber school and entitled to receive public funds, appropriations and other revenues.

1.5. Charter Authorizer. The Charter Authorizer is the entity which has been granted the authority by law to permit the School to operate in accordance with the Charter and Applicable Law. The Charter Authorizer is the Manistee Area Public School District Board of Education in Manistee, Michigan. Charter Authorizer is also referred to as “MAPS Board”.

1.6. Change in Net Assets. A Change in Net Assets is the difference in a given Fiscal Year between the Program Revenues and Program Expenses, as defined in Section 4.9, as certified by an independent audit in accordance with Generally Accepted Accounting Principles (GAAP).

1.6.1. A “Positive Change in Net Assets” means Program Revenues exceeded Program Expenses in a given Fiscal Year.

1.6.2. A “Negative Change in Net Assets” means Program Expenses exceeded Program Revenues in a given Fiscal Year.

1.7. Facility. Facility means the real property leased by School for its administrative offices and, as required and agreed in writing, Student learning and tutoring centers in accordance with the terms herein.

1.8. Fiscal Year. The Fiscal Year means July 1 through June 30.

1.9. Net Asset Position. Net Asset Position means the difference between total assets and liabilities of the Program at the end of a given Fiscal Year as certified by an independent audit in accordance with GAAP.

1.9.1. A “Positive Net Asset Position” means that total assets of the Program exceed total liabilities of the Program.

1.9.2. A “Negative Net Asset Position” means that total liabilities of the Program exceed total assets of the Program.

1.10. Program. The Program is Michigan Great Lakes Virtual Academy public online educational offering, currently known as MGLVA.

1.11. Program Revenues. Program Revenues are all revenues and income generated or appropriated for and received by or on behalf of the School as attributed to any Student, the School or the Program which includes, but is not limited to, the following sources as applicable and subject to such restrictions and limitations defined under Applicable Law: state and local per-pupil basic education funds and other public school state and local funding; federal funds specific to the Program and/or its students; other funding including, but not limited to, Title I of the Elementary and Secondary Education Act of 1965, as amended (20 U.S.C. §6301 et seq., as amended); State provided facility funding and other income or revenue sources provided by law and obtained by the School and/or K12 which are not specifically excluded herein and all contributions and grants (including but not limited to Charter School Block Grants and other grants as applicable) received by or on behalf of the School and granted as a matter of right and/or practice or through competitive and non-competitive grant processes, which are to assist in the improvement of the Facility, the implementation or maintenance of the Program, and/or School operations. Program Revenues shall not include: (i) income generated by Students individually or collectively via student fundraisers (whether or not such fund raiser is School-sponsored), and (ii) private charitable donations made to the School's general fund; all to the extent K12 is not required to manage, track, report on or otherwise assist with the generation, disbursement or collection of such income or donations.

1.12. Shareholder. A Shareholder is a holder of greater than one percent (1%) of K12's outstanding shares of common stock.

1.13. State. The State is Michigan.

1.14. Student. A Student is any student enrolled and/or otherwise taking course(s) in the Program or previously enrolled, including those pupils who have withdrawn.

2. K12 RESPONSIBILITIES; EDUCATIONAL SERVICES.

2.1. Description of Educational Services and Products. During the Term, K12 and Affiliates shall license to the School solely for use in the Program, on a non-exclusive, non-assignable, non-sublicensable basis the products and offerings, as described in Exhibit A, to include the K12® curriculum, access to its online school and designated learning management system(s) and/or available third party curriculum, instructional tools and other products and offerings (collectively the “**Educational Products**”). K12 shall provide Educational Products that comply with State curriculum standards and requirements, and K12 agrees to make any necessary changes to the Educational Products to conform to applicable state curriculum standards and requirements at no additional cost to the School. During the Term, the Parties may agree upon K12 and Affiliates licensing additional products (e.g., new curriculum, supplementary curriculum, and/or educational programs) beyond those listed in Exhibit A. Provision of additional products shall be upon agreement in writing as an addendum to this Agreement and shall be governed by the terms of this Agreement.

2.2. Description of Administrative and Technology Services. During the Term, K12 and Affiliates shall provide to the School solely for the Program “**Administrative Services**”, including financial and school administration services, teacher recruiting, training and management, and “**Technology Services**” to include a student information system, hosting of an online platform, a student account management system and related technical support and other educational services as described in Exhibit A. The Administrative Services and Technology Services shall collectively be referred to as the “**Services**”. During the Term, the Parties may agree upon K12 and Affiliates providing the School with additional services beyond those listed in Exhibit A. Provision of additional services shall be upon agreement in writing between K12 and the School. Following approval of the parties, the provision of additional services shall be incorporated as an addendum to this Agreement.

2.3. Students with Disabilities and Special Education Services. K12 shall provide special education and/or related special needs accommodations and services including but not limited to recruiting teachers and procuring related service providers, to Students with disabilities including any Students who have, will have or require an Individualized Education Program (“IEP”) or Section 504 plans. K12 special education and/or related special needs services provided to the School and Students shall comply with Applicable Law. All special education-related funding from any source for the Special Education Students shall be included within Program Revenues.

2.4. Place of Performance. Performance of Services is not required to be rendered at the Facility, unless specifically stated in Exhibit A. or for compliance with Applicable Law or the Charter or if a centrally located instruction model is utilized.

2.5. Standards of K12 Performance.

2.5.1. K12 Compliance. K12 will provide the Educational Products and Services set forth in this Agreement and any amendments hereto in accordance with Applicable Law, the Charter, and Board policies made known to K12 in writing and relating to the Program. Subject to Section 11, K12 shall also comply with changes in Board policies within thirty (30) days of receipt of written notice and a copy thereof; however, Program Policies (as defined in section 3.2) shall be adopted in accordance with Section 3.2.

2.5.2. Confidentiality of Records. K12 will maintain the confidentiality of Program personnel, student and other records in accordance with the requirements of Applicable Law. The School recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 (“FERPA”) and the State open records act, K12 has a legitimate educational interest for purposes of the School disclosing a student's educational records to K12. The School shall define “school officials” and “legitimate educational interest” as permitted by FERPA, broadly enough to permit the provision of the Educational Products and Services hereunder.

2.5.3. Licensure or Other State Requirements. Except as otherwise provided in this Agreement, K12 will comply with all applicable licensure or other requirements of the State and any regulations promulgated thereunder.

2.5.4. Non-Discrimination. K12 agrees not to discriminate: (a) against any employee or applicant for employment with respect to hire, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, due to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, pregnancy, age, height, weight, disability, genetic information, marital status or veteran status; (b) against any student or other recipient of services under this Agreement due to race, color, religion, sex, sexual orientation, gender identity and expression, national origin, age, disability; (c) in administration of the Academy’s admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a school district.

3. SCHOOL RESPONSIBILITIES.

3.1. Oversight of K12. The School shall be responsible for monitoring K12's performance under, and compliance with, the terms of this Agreement in accordance with Applicable Law. The School shall also be responsible for overseeing the Program's quality, operational and financial performance. K12 shall reasonably cooperate with such monitoring and oversight.

3.2. Adoption of Policies. The Parties acknowledge and agree that in providing the Services, it shall be the responsibility of K12 to recommend to the School various policies for the operation of the Program (“Program

Policies”). K12 will implement procedures consistent with policies approved by the Board, but the Board retains ultimate responsibility for adopting policies and for overseeing K12’s implementation. K12 will cooperate with such oversight and policy implementation subject to Section 11. K12 and the School will work collaboratively and in a timely manner on the creation of Program policies that may include, but are not limited to, policies relating to the budget, authorization of expenditures, curriculum, admissions procedures, student conduct at the Facility and online, Facility regulations, school calendars, procedures for resolution of parent or student complaints and disputes between School employees, and the responsible use of computer equipment and other instructional property. The School shall promptly provide K12 written copies of all policies adopted by the Board and must promptly notify K12 in writing of any changes to such policies.

3.3. School Compliance. The School will perform its obligations under this Agreement and shall comply with, and govern itself in a manner consistent with, the requirements of Applicable Law, the Charter and the Charter Authorizer’s policies.

3.4. Lease Compliance. The School agrees to comply fully and completely with the terms and conditions of the Lease (defined in Section 4.3.5 below) and shall be responsible for any monetary obligations incurred thereunder in accordance with this Agreement.

4. FINANCIAL MATTERS.

4.1. Financial Risks Assumed by K12. K12 assumes the risks, except as otherwise set forth in this Agreement, that its fees may not allow it: i) to operate profitably, and/or ii) to fully recover the amounts invoiced by K12 to the School in accordance with this Agreement. In addition, the Parties agree that the Program is prohibited by Applicable Law from operating under a deficit Program budget or concluding a Fiscal Year during the Term in a Negative Net Asset Position. Accordingly, the Parties further agree that each of them shall take all reasonable steps and approaches necessary to avoid a Negative Change in Net Assets or conclude a Fiscal Year in a Negative Net Asset Position during the Term. For each year of the Agreement, provided that there has been no material breach of the Agreement by the School, if the School ends a fiscal year with a deficit Program budget or in a Negative Net Asset Position, the Parties agree that K12 will apply a credit to K12 invoices in the form of a reduction in its fees sufficient (“**Balanced Budget Credits**”) to ensure that the Program does not experience a deficit Program budget or a Negative Net Asset Position at the end of said Fiscal Year.

4.2. Treatment of Balanced Budget Credits; Repayment. To the extent that K12 is required to provide Balanced Budget Credits to ensure that the Program does not experience a budget deficit or a Negative Net Asset Position at the end of any Fiscal Year, K12 shall treat those Balanced Budget Credits as a contribution to the School. The Balanced Budget Credits, if any, shall be in amounts acceptable to the Parties and, once made, shall be included in the Budget. The School shall not be legally obligated to repay K12 for Balanced Budget Credits. K12’s agreement to make such contributions shall not be deemed to negate or mitigate the need for the School to apply for or solicit state or federal start-up funds, grants or sub-grants which the School, as a public school, may be eligible to receive.

4.3. Financial Risk Mitigation. As an inducement for entering into this Agreement and issuing Balanced Budget Credits above, the School and K12 agree that K12 is willing to assume the financial risks set forth herein, and all of the risk mitigation efforts set forth below, each of which are material terms of this Agreement:

4.3.1. Exclusivity/School Purchases. Subject to Applicable Law, K12 shall be the sole provider of the Educational Products and Services for the Program unless otherwise waived in writing by an authorized officer of K12. Nothing within this provision, however, shall be construed to preclude the Board in the exercise of its fiduciary obligations to the School. Moreover, the School shall be permitted to procure goods and services from a third party to the extent required by Applicable Law, provided such goods and services are not otherwise included in the Educational Products and Services. Prior to any third party procurements, and to the extent that Applicable Law does not require the School to competitively

bid for such procurements, the Board shall give K12 a thirty (30) day right of first refusal to provide such services or goods not enumerated herein or in the future, and if K12 is able and willing to provide such services or goods the School shall procure them from K12. If the School is required to competitively bid for certain services or goods, then K12 shall be given the opportunity to bid on such procurement with other interested bidders. K12 shall not solicit, prepare or administer or be involved in the bid process on the School's behalf for any procurement where it is also a bidder. All equipment, materials and supplies purchased by K12 on behalf of or as agent of the School, shall be and remain the property of the School. K12 agrees to comply with the Code including, but not limited to, Sections 1267 and 1274 of the Code, MCL 380.1267 and MCL 380.1274, as if the School were making these purchases directly from a third party supplier or vendor. If K12 procures equipment, materials and supplies at the request of or on behalf of the School, K12 shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

4.3.2. Final Program Budgets. The School will adopt an annual Program budget for each Fiscal Year during the Term and the Parties agree that K12 will present to the Board a proposed annual Program budget for each such Fiscal Year. The proposed annual Program budget will include assumptions provided by K12. The Parties will work in good faith to agree in writing on a final annual Program budget on or before June 30th of any Fiscal Year. K12 will present a proposed annual Program budget for the succeeding Fiscal Year by May 1, or at any earlier date if required by the Charter, and the Board shall consider the annual Program budget proposed by K12 and will act to approve a final annual Program budget not later than thirty (30) days prior to the start of the Fiscal Year.

4.3.3. Budget Modifications. K12 shall submit to the Board, or the Board may initiate, proposed modifications to the annual Program budget to take into account the actual Program student enrollment for such school year, other changes in key assumptions or other changes deemed necessary or appropriate. The Parties will work in good faith to agree in writing on modifications to the final annual Program budget but, in any event, the Board shall act on any modifications proposed by K12 within thirty (30) days of the proposal thereof.

4.3.4. Variances from Budgets. In the event that the School or K12 causes (or their respective employees or designees cause) the Program to experience a Negative Net Asset Position within any Fiscal Year, the Board and K12 shall take immediate steps to amend the final annual Program budget and reduce School expenditures to avoid a Negative Net Asset Position at the end of the Fiscal Year.

4.3.5. Lease Terms and Compliance. The School has entered into a mutually agreed upon lease agreement or other arrangement ("Lease") for the Facility, which shall be located within the geographic boundaries of the Charter Authorizer. All Facility costs shall be a Program Expense. The School agrees that it will not amend, modify, terminate or extend the Lease or enter into a new lease for any facility or location other than the Facility without the prior written consent of K12. Additionally, the School agrees that it will not exercise any rights under the Lease which will have the effect of increasing its obligations, including payment obligations, or decreasing its rights under the Lease without the prior written consent of K12. For the avoidance of doubt, in the event the School violates this Section or otherwise breaches the Lease, K12 reserves the right to suspend the issuance of Balanced Budget Credits effective immediately beginning with the Fiscal Year that such breach occurred.

4.4. Advances Made by K12 on Behalf of the School. If the available cash receipts of the Program are, from time to time, insufficient to cover payment of Program Expenses on a timely basis, and the School is unable to seek funding from other sources to cover such cash flow shortfalls, K12 may advance the School such amounts to allow payment of such Program Expenses on a timely basis (collectively hereinafter referred to as "Advances") provided that, K12 will have no obligation to make any Advances in any Fiscal Year for expenditures: (i) for any items that are in excess of the lesser of the amount proposed by K12 for the budget or the approved budgeted amount except to the extent that such excess amounts are beyond the Board's control and due to events beyond the Board's control; (ii) for amounts payable to K12 pursuant to this Agreement or any other agreement between

K12 or its Affiliates and the School; or (iii) for any matters as to which K12 or any other person or entity is entitled to indemnification under this Agreement. The Advances will be due and owing to K12 by the School thirty (30) days after K12 invoices the School for such funds.

4.5 Prior Balanced Budget Credits and Outstanding Start-up Costs. In order for the Parties to comply with Applicable Law, the Parties agree that any existing Balanced Budget Credits accrued and outstanding as of the Effective Date of this Agreement, including Balanced Budget Credits under the Initial Agreement, shall be eliminated and forgiven by K12 for the benefit of the School. In addition, any Start Up Costs, if any, outstanding as of the Effective Date of this Agreement, including any Start Up Costs under the Initial Agreement, shall be eliminated and forgiven by K12 for the benefit of the School.

4.6. Start Up Costs. “**Start Up Costs**” are those project management, insurance, legal, recruiting and hiring fees, computers, phones and other administrative costs that have been incurred on behalf of the Program, together with advances made to the School by K12, prior to and subsequent to the execution of the Initial Agreement in order to obtain Program approval by the Charter Authorizer to open the School.

4.7. Financial Reports. The Board may request that K12: (i) prepare and submit reports on the Program's finances as often as on a monthly basis in addition to those financial reports required by Applicable Law or the Charter; or (ii) provide the Board with such other information as reasonably necessary and appropriate to enable the Board to monitor performance under the Charter and related agreements, including the effectiveness and efficiency of the Program's operations. All such requests shall be made in writing.

4.8. Program Audit. K12 will arrange for an independent annual audit of the Program's financial statements, the selection of the Auditor to be approved at the sole discretion of the Board. The cost of such audit shall be a Program Expense.

4.9. Program Expenses. The School will be responsible for all debts, liabilities, and obligations properly authorized and incurred as reflected in the Board approved final annual Program budget, including subsequent amendments to the annual Program budget, by or on behalf of the Parties (collectively, “**Program Expenses**”) during the Term of the Agreement. Program Expenses shall be determined in accordance with the budget process set forth herein, will be paid out of the Program Revenues and shall include, but are not limited to, the following Program-related costs:

- 4.9.1. teacher related expenses;
- 4.9.2. teacher training related expenses;
- 4.9.3. offices for administrative staff and related expenses;
- 4.9.4. Student Support Staff (defined in Section 7.4 below) related expenses;
- 4.8.5. related services expense for Students with special education needs (as applicable);
- 4.9.6. State test related expenses;
- 4.9.7. School building;
- 4.9.8. direct mail, printing and related expenses for enrolled Students;
- 4.9.9. amounts due to K12 and its Affiliates, if any;
- 4.9.10. supplemental curriculum and other academic services as agreed to by K12 in writing;
- 4.9.11. reasonable legal fees for representation of the Board as it pertains to the Program;
- 4.9.12. insurance including directors' and officers' liability insurance, general liability insurance and other Program insurance coverage, as appropriate;
- 4.9.13. accounting and reporting not comprehended in K12's Services to be provided, payroll processing, audit, and/or tax preparation fees directly associated with the Program;
- 4.9.14. use, sales, income, property or other taxes, if any, relating to the property of the School;
- 4.9.15. fees for required background investigations of School employees;
- 4.9.16. Office Facility and infrastructure related expenses; and all other Program related expenses approved in the annual Program budget.

5. TERM OF AGREEMENT.

5.1. Term. This Agreement will become effective upon the date of full execution by the Parties, for commencement on July 1, 2023 (“**Effective Date**”) through June 30, 2030 and shall continue for a Term that coincides with the Term of the Charter unless sooner terminated under Section 11 of this Agreement. If the Charter issued by the Charter Authorizer is terminated, revoked or non-renewed, then this Agreement shall terminate without cost or penalty and without any further actions of the Parties, and K12 shall have no recourse against the School (subject to Sections 12.1 and 12.3 below) or the Charter Authorizer.

6. PRICING, FEES AND PAYMENT.

6.1. Administrative Oversight Compensation. From the Program Revenues from State revenues (for example, excluding federal pass-throughs, block grants, federal special education and other federal funding), the School shall pay three percent (3%) of such revenues to the Charter Authorizer (hereinafter “**Administrative Oversight Fee**”) to cover all administrative expenses, and other costs incurred that are associated with the Charter Authorizer's responsibility of supervising, reporting and overseeing the Program's quality, compliance, operational and financial performance in accordance with Applicable Law and the Charter.

6.2. Educational Product Prices. In consideration of the value of the Educational Products provided by K12 (including teaching support) as specified in detail in Exhibit A., the School will pay K12 and its Affiliates for the Educational Products based on the then current national K12 Managed Virtual School Pricing for similarly situated schools (“**Product Price List**”). Notwithstanding anything in this Agreement to the contrary, for each Educational Product set forth in the Product Price List, the School agrees that the fees for such Educational Products shall be those fees listed in the Product Price List communicated to the School during the annual budget process. The Product Price List shall be provided to the School during the annual budget process and the amounts listed shall be the fees for the upcoming fiscal year. Payment for the Educational Products shall be made in accordance with Section 8 below.

6.3. Administrative Services Fee. In consideration of the value of the Administrative Services provided by K12, as specified in detail in Exhibit A., the School agrees to pay K12 and its Affiliates fifteen percent (15%) of the Program Revenues (the “**Administrative Services Fee**”) for each Fiscal Year of the Agreement. Payment for the Administrative Services Fee shall be made in accordance with Section 8 below.

6.4. Technology Services Fee. In consideration of the value of the Technology Services provided by K12 as specified in detail in Exhibit A., the School agrees to pay K12 and its Affiliates seven percent (7%) of the Program Revenues for the Technology Services (the “**Technology Services Fee**”) for the each Fiscal Year of the Agreement. Payment for the Technology Service Fee shall be made in accordance with Section 8 below.

6.5. Priority of Payments. Payments from the Program Revenues shall be paid in the following order of priority: (1) Administrative Oversight Fee, (2) Teacher salaries, including applicable payroll taxes, (3) Program Expenses identified in Section 4.8 above to include Advances, if any, and fees for Educational Products; and (4) Subject to Sections 4.1 and 4.2, Administrative and Technology Service Fees payable to K12 and its Affiliates, including any fees for administrative or technology products and services purchased by the School in addition to those enumerated in Exhibit A.

6.6. Business Judgment. The School hereby agrees, in the exercise of its business judgment, that the economic arrangement included herein, including the Balanced Budget Credits and fees payable to K12 hereunder are reasonable, necessary, and fair compensation for the Educational Products and Services provided for the Term, particularly in light of the Agreement's provision requiring K12 to provide assurance of the School's financial solvency to the extent set forth in Section 4 of this Agreement.

7. PERSONNEL SUPPORTING THE PROGRAM.

7.1. K12 Staff Assigned to the Program. K12 will employ and determine the employment terms for administrative personnel who may include a Head of School (“HOS”) or equivalent administrative staff position, and such other staff, including teaching staff, as K12 deems necessary to deliver the Educational Products and Services described in this Agreement. The responsibilities and performance of K12's staff will be consistent with the Charter and Applicable Law. Such administrative personnel may be assigned to the Program on a full-or part-time basis. K12 will have the sole authority to select, supervise, compensate and determine compensation, evaluate, transfer, promote, discipline and dismiss its staff members.

7.2. Complaints About K12 Staff. If the Board is dissatisfied or concerned about the job performance of a K12 staff member assigned to the Program, the Board shall discuss the matter first with the HOS or its equivalent. In the event the Board has a concern or is not satisfied with the HOS' job performance, the Board will provide K12 official written notice pursuant to this Agreement and set forth the specific issues and requested action with supporting documentation and K12 shall review such request and respond in a timely manner.

7.3. School-Student Support Staff. Consistent with the parameters set forth in the final annual Program budget and amendments approved by the Board, K12 shall employ and be ultimately responsible for “**Student Support Staff**” (defined below) for the Program. K12, however, will take the lead to help recruit, set the terms of employment, hire, supervise, discipline and terminate Student Support Staff and such activities will be performed in consultation with the Board (or its designees). In accordance with Section 4.8, the School will be responsible for all costs associated with the employment of such staff (including, without limitation, salaries, benefits, travel and other Program related expenses). “**Student Support Staff**” is defined as any position that provides direct services to the Program and its Students which may include Teachers (master and lead), Special Education Coordinators, Registrar, Guidance Counselor, Nurse, Community Relations Coordinator, Truancy Officer, Related Services Coordinator, or similar positions. For the avoidance of Doubt, any Head of School (Principal) for the Program shall be an employee of K12 or its Affiliates. To the extent required by law, all Student Support Staff personnel shall be State certified or possess the necessary credentials, qualifications, background and conduct checks as required by Applicable Law and/or the Charter.

7.4. Complaints About School-Student Support Staff. If K12 is dissatisfied or concerned about the job performance of a Student Support Staff member assigned to the Program, K12 will recommend the addition or elimination of specific Student Support Staff positions for prompt action by the Board, approval of which will not be unreasonably withheld.

7.5. Determination of Employer Entity. The Parties agree that the HOS, Student Support Staff (including teachers) and other administrative personnel will be provided by K12 and be employees of K12. In the event that K12 determines that it is necessary or desirable that any of the K12 staff members providing services under this Agreement become an employee of the School, K12 shall notify the Board of such determination in writing and upon the written agreement of the Board, such K12 staff member shall become an employee of the School on the date specified by the School in such notice; such change shall become effective on the date specified by K12 in such notice. In the event that at any time or from time to time K12 determines that it is necessary or desirable that any of the School's staff members to become an employee of K12, K12 shall notify the Board of such determination in writing and upon the written agreement of the Board such School employee shall become an employee of K12; such change shall become effective on the date specified by K12 in such notice.

7.6. Background Investigations on K12 and School Employees. As part of its Administrative Services, K12 will, to the extent permitted by Applicable Law, be responsible for arranging for criminal background and conduct checks on its employees assigned to the Program and School employees, if any, to ensure that the School fulfills its responsibilities to: a) conduct criminal background and record checks required by Applicable Law; and, b) maintain evidence that it has performed such actions.

Pursuant to the requirements of Sections 1230 and 1230a of the Code, the School shall perform a criminal history check through the Michigan State Police (MSP), as well as a criminal records check through the Federal Bureau of Investigation (FBI), with regard to School employees, if any, and all persons assigned by K12 under this Agreement who regularly and continuously work in any of the School's facilities or at Program sites where the School delivers educational programs and services. The Board has designated a K12 employee as the School's local agency security officer (LASO) and has granted the designated LASO access to the MSP's Criminal History Record Internet Subscription Service (CHRISS) process so that the LASO can view criminal history record information (CHRI) results on persons assigned by K12 under this Agreement who regularly and continuously work in any of the Academy's facilities or at Program sites where the Academy delivers educational programs and services. The LASO designated by the Academy shall be responsible for: (i) identifying who is accessing CHRI; (ii) identifying how the School is connected to CHRI; (iii) ensuring security measures are in place at the School to prevent the unauthorized access to CHRI; and (iv) support policy compliance and ensure the reporting of any CHRI incident to the MSP Information Security Officer (ISO). To the extent authorized by law to access CHRI through the CHRISS process, the LASO shall act in coordination with the designated Board member, to comply with Sections 1230 and 1230a and shall comply with security, training, and other applicable provisions of the FBI's Criminal Justice Information Services Security Policy pertaining to the School, as a noncriminal justice agencies (NCJA). For purposes of this subsection, "security" includes: (a) maintaining CHRI in a physically secure location at the Academy (or encrypted if stored electronically) accessible only by authorized and trained individuals; and (b) maintaining a log of any dissemination of CHRI for an allowed purpose. For purposes of anticipated audit(s) by the MSP Criminal Justice Information Center and/or the FBI, the designated Board member, with assistance from the LASO, shall securely maintain the following for each individual employed or assigned under contract on whom the School was required to perform a criminal background check: (i) Position Description (or at least the title of the position as identified on the "Affidavit for Assignment"); (ii) Affidavit for Assignment (a/k/a MSP-approved Red Light/Green Light letter); (iii) Live Scan Finger Print Consent Form; and (iv) Dissemination Log (if any authorized dissemination of CHRI has occurred).

K12 agrees that it shall not assign any of its employees, agents or other individuals to perform any Services under this Agreement where such individuals would regularly and continuously work in the School's facilities or program sites if such person has been convicted of any of the following offenses:

- (A). Any "listed offense" as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
- (B). Any offense enumerated in Sections MCL 380.1535a or 380.1539b of the Revised School Code, MCL 380.1535a; 380.1539b; or
- (C). Any felony. Provided, that with prior written approval of the Board, an individual who has been convicted of a felony (other than a "listed offense" as defined above) and who is regularly and continuously providing Services under this Agreement at the School facilities or program sites may be permitted to perform such Services when, in the judgment of the Board, that individual's presence will not pose a danger to the safety or security of the Academy students or employees; or
- (D). Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Code; or
- (E). Any offense of a substantially similar enactment (to those enumerated in A-D, above) of the United States or another State; or
- (F). Any other offense that would, in the judgment of the School, create a potential risk to the safety and security of students serviced by the School or employees (if any) of the School.

Before hiring or engaging an applicant for assignment at the School under this Agreement, K12 shall conduct an Unprofessional Conduct Disclosure in a manner that mirrors the requirements of Section 1230b of the Code that would apply in the event the Academy were hiring the individual, MCL 380.1230b. The School reserves the right to refuse K12's assignment of any individual, agent or employee of K12 to render Services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in the Board's judgment, unfitness to perform Services under this Agreement.

8. PAYMENT OF FEES.

8.1. Invoicing and Payment of Fees. K12 will submit to the School, a detailed invoice for the Educational Products and Services delivered for the prior calendar month. For any fees calculated as a percentage of Program Revenue, such fees will be calculated based upon the approved annual Program budget and subsequent amendments to the annual Program budget in effect for the applicable calendar month and will be billed for services rendered on a monthly basis during the Term, even though Program Revenue may be received by the School beyond the expiration of the Term.

8.2. Location of Payment and School Accounts. All payments made hereunder will be made to K12 (or its designated Affiliate) and at the address set forth above, or such other address provided by K12 in writing. Only School Board members properly designated annually by School Board resolution shall be named signatories on the account. No provision of this Agreement shall alter the School Board treasurer's legal obligation to direct that the deposit of all funds received by the School be placed in the School's depository account as required by applicable law. Interest income earned on School depository accounts shall accrue to the School.

8.3. Payment Date and Interest. All invoices payable to K12 and its Affiliates are due within thirty (30) days from the invoice date. Advances will be due thirty (30) days from the date the advance is made by K12. The School shall not intentionally withhold payments due to K12. Notwithstanding anything contained herein to the contrary, no interest shall be charged to the School for amounts owing when the basis for late payments is the School's lack of receipt of payment from the State.

8.4. Taxes. Except as otherwise stated herein, K12 is not responsible for any taxes or third-party charges related to the activities, or the ownership or operation of the Program. Without limiting the foregoing, the School agrees to pay any sales, use, property (relating to School owned property), excise, value-added, or other similar taxes, if any, imposed by Applicable Law, except for taxes based on K12's income or property. For the avoidance of doubt, all fees for the Educational Products and Services set forth herein are exclusive of such taxes.

8.5. Year-End Adjustments. Within thirty (30) days after completion of the School's audited financial statements for each Fiscal Year, K12 will prepare and submit to the Board a statement of the total amounts of the Administrative Services and Technology Services Fees or other Service fees set forth in this Agreement (collectively "Service Fees") payable with respect to such Fiscal Year, including the calculation of such amounts (which calculations will be based upon the School's audited financial statements for such Fiscal Year). If the total amount of the Service Fees calculated in accordance with the foregoing sentence exceeds the total amount invoiced by K12 pursuant to Section 8.1, then the excess amount will be payable to K12; if such total amount is less than the total amount invoiced by K12 pursuant to Section 8.1, then the shortfall amount will be payable to the School. Payment of any excess Service Fees payable to K12 will be due thirty (30) days after the submission of the statement thereof. Reimbursement to the Board of any overpayment of Service Fees will be due thirty (30) days after the submission of the statement thereof, provided, that K12 may elect in its discretion to set-off the amount any such overpayment against any outstanding obligations of the School to K12 or any Affiliate of K12. Nothing in this Agreement is intended nor shall be construed to relieve K12 of responsibility to reimburse the School in an amount equal to any State Aid deduction, whenever imposed, due to an adjustment resulting from an audit or information under State School Aid Act Section 15, MCL 388.1615. Any payments to K12 under this Agreement are subject to adjustment pursuant to MCL 388.1615 if the State or any governmental entity claws back funding under the State School Aid Act from an audit or information under State law.

8.6. Disputed Amounts. If the School disputes any charge invoiced by K12 within approved Budget parameters (“**Disputed Amounts**”), the Board (or its authorized designee) must submit a good faith claim in writing regarding the Disputed Amount with documentation reasonably necessary to support the claim no later than ninety (90) days beyond the then-current Fiscal Year audit regarding the Disputed Amount. If the Board (or its authorized designee) does not submit a documented claim to K12 within such time frame regarding such Disputed Amount, then notwithstanding anything in this Agreement to the contrary, the Board, to the extent not prohibited by Applicable Law, waives all rights to dispute and file any claim thereafter regarding such Disputed Amount (and the School also waives all rights to otherwise claim that it does not owe such Disputed Amount or to seek any credits or reimbursements or other amounts of any kind based upon or relating to such Disputed Amount). Provided, however, that this section shall not be construed to limit remedies for fraud, conversion, misappropriation of public funds, or for reimbursement of State Aid deductions due to an adjustment resulting from an audit or information under State School Aid Act Section 15, MCL 388.1615.

9. RELATIONSHIP OF THE PARTIES.

9.1. Status of the Parties. K12 is not a division or any part of the School. The School is a body corporate authorized under State law, governed independently by its Board and is not a division or a part of K12. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. The Parties are independent contractors. Nothing herein will be construed to create a partnership or joint venture by or between the School and K12. Neither Party will be the agent of another except to the extent otherwise specifically provided by this Agreement where K12 is authorized to take action on behalf of the School. The School, the Board and their employees will in no case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind K12 to any duty imposed by contract, other than this Agreement or as otherwise agreed in writing by K12.

9.2. Relationship Between the Board and the School. The School is a non-profit corporation organized under the laws of the State and governed by its Board. Although many provisions in this Agreement refer to the Program and grant rights or impose obligations on the School, it is the Board that has the final legal responsibility under this Agreement to K12 and the Charter Authorizer.

9.3. No Related Parties or Common Control; Certain Permitted Participations. Except as contemplated by this Agreement or any agreement between the Board and any Affiliate with respect to the provision of services described hereunder, K12 will not have any role or relationship with the Board that, in effect, substantially limits the Board's ability to exercise its rights, including termination rights, under this Agreement. None of the Board's voting power shall be vested in K12 or its directors, trustees, members, managers, officers, Shareholders, or employees, and none of the voting power of K12's board of directors or Shareholders of K12 shall be vested in the Board's or its Charter Authorizer's directors, trustees, members, managers, officers, shareholders, or employees. Each Party agrees that it will not take any action that would cause the Board and K12 to be members of the same control group, as defined in Section 1.150 et seq. of the regulations under the IRC, or related persons, as defined in Section 144(a)(3) of the IRC. The Board agrees to take such action as is necessary to permit employees or agents of K12 to have a non-voting presence at the Board meetings, including closed session meetings, during the Term of this Agreement, provided that, the inclusion of employees or agents of K12 in closed session meetings will be at Board's discretion, to the extent not inconsistent with Applicable Law.

10. OTHER SCHOOLS. The Parties acknowledge that K12 and its Affiliates will have the right to render similar services to other persons or entities including other public or private schools or institutions within and outside of the State (“**Other Schools**”). K12 shall ensure that separate accounts are maintained for reimbursable expenses owed to the School and Other Schools, so that the School is not charged for any services or product supplied to Other Schools and that any funds of the School are maintained in separate accounts from all Other Schools.

11. TERMINATION. Events of termination are as follows:

11.1. Termination for Cause. The Parties shall use good faith efforts to resolve all disputes relating to this Agreement as set forth in Section 21; however, either Party may terminate this Agreement at any time with ninety (90) days' prior written notice to the other Party for cause. Termination for cause shall mean the breach of any material term or failure to fulfill any material condition, term, provision, representation, warranty, covenant or obligation contained in this Agreement, and a failure to cure such a breach within forty-five (45) days after receiving written notification from the terminating Party. Upon termination of this Agreement, the non-breaching Party shall be entitled to seek any remedies for which it would be entitled at law or in equity. Additionally, in the event the School does not cure the material breach of this Agreement as set forth in this provision K12's, in its sole discretion, may suspend the issuance of Balanced Budget Credits detailed in Section 4 in lieu of terminating this Agreement.

11.2. Termination for Material Reduction in Program Revenue. K12 may terminate this Agreement in the event there is a material reduction in Program Revenue below the amount for the prior Fiscal Year or such reduction will materially increase the financial risk to K12 in providing the Educational Products and Services. K12 shall notify the Board of its intent to terminate under this provision and provide the Board thirty (30) days' notice so that the Parties may work together to find alternative funding or other means to offset the reduction in Program Revenue. If the Parties are unable to find additional revenue or other means in the thirty (30) day time-frame, K12 may terminate this Agreement and such termination shall be effective: (i) immediately upon written notice by K12 to the Board, if notice or publication of such reduction is given at least ninety days (90) prior to the commencement of the school year to which such reduction is applicable; or (ii) at the end of the school year upon written notice to the Board if notice or publication of such reduction is given during the school year to which such reduction is applicable. In the event K12 elects not to terminate this Agreement in accordance with this provision, K12 may, with Board approval, reasonably revise and propose the level of products and services to be provided in accordance with the Charter and Applicable Law, considering any such funding reduction.

11.3. Termination Upon Loss of Program Approval, Charter. This Agreement may be terminated immediately by either Party upon written notice to the other Party: (i) if the Charter Authorizer provides written notice that it has terminated, revoked, or non-renewed the Charter, or (ii) the Charter Authorizer, in accordance with the Charter and Applicable Law, elects to reconstitute the School and such reconstitution includes a termination of this Agreement; or (iii) upon a final adverse determination by the highest court in the State that the Program is no longer valid under law or its ruling has the effect of terminating the Program.

11.4. Termination for Failure to Approve Budget. In the event that the Board does not approve a budget or reasonable modifications to a budget within thirty (30) days following the submission of a proposal therefore by K12, K12 may terminate this Agreement effective at the end of the then-current school year in which the budget or reasonable modification is not approved, or if the lack of approval is for an upcoming school year that has not commenced, K12 may terminate this Agreement upon 45 days written notice prior to the commencement of the upcoming school year.

11.5. Termination in the Event of Certain Changes in the Charter or School Policies. K12 may terminate this Agreement effective immediately upon written notice to the School in the event that the Charter is amended or the Board or the Charter Authorizer adopts or amends a policy, in each case without the prior written approval of K12, and the effect of such amendment or policy could reasonably be determined to require K12 to increase materially the level of services required to be provided hereunder or to increase materially the financial risk to K12 arising from its performance of its obligations hereunder, thus rendering K12's performance economically unviable as determined by K12. In the event the Board or Charter Authorizer adopts such an adverse policy in the middle of a school year, K12 agrees to use its best efforts to complete the then current school year without waiving any rights and remedies hereunder.

11.6. Change in Applicable Law. If any change in Applicable Law enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this

Agreement, such Party, upon written notice .to the other Party (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within one hundred twenty (120) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the school year in which such notice was given, unless earlier termination is necessary to protect the health, welfare, or safety of students.

12. TERMINATION EFFECTS. Effects of termination are as follows:

12.1. Outstanding Payments Due. Except as otherwise agreed by the Parties in writing, termination does not relieve either party of any obligations for payments outstanding as of the date of termination or other obligations that continue upon termination as provided in this Agreement.

12.2. Return of Equipment Owned by K12. Return of K12-provided equipment is mandatory. As such, all K12 assets including, but not limited to, computers, printers, related equipment and non-consumable materials that may be provided by or on behalf of K12 are to be returned upon the expiration or termination of this Agreement, in accordance with the policies governing the use and reclamation of such materials. Nonetheless, any damages to such equipment and materials or unreturned equipment and materials utilized by employees of the School will be invoiced to the School, normal wear and tear excepted. The School shall not be responsible for damage to equipment used by K12 employees or students.

12.3. Fees Owed. In the event this Agreement terminates as provided for herein, or it expires pursuant to its terms, and unless otherwise agreed by the Parties in writing, the School shall owe for all products and services rendered to include the Administrative and Technology Services Fees, Educational Products and Services in accordance with this Agreement for the period up to and including then current Fiscal Year of the termination or expiration. All such fees will be determined on an accrual basis per the School's audited financial statement up to and including the year in which this Agreement terminates or expires, subject to MCL 388.1615.

13. INTELLECTUAL PROPERTY RIGHTS.

13.1. Proprietary Materials. The School acknowledges and agrees that K12 has the right to license (or sublicense as the case may be) certain intellectual property rights and interests in and to K12 and its Affiliate's (and respective licensor's) intellectual property, including but not limited to curriculum, trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, Program name, website design and domain numbers and names including those registered by K12 and/or for K12, its Affiliates and the Program and other materials created for the Program, and curricular materials and any and all customizations and derivative works thereof (collectively, "**K12 Proprietary Materials**"). The School further acknowledges and agrees that: (i) it has no intellectual property interest or claims in the K12 Proprietary Materials or any customizations and derivative works thereof or any other materials created for use in connection with the K12 Proprietary Materials, (ii) it has no right to use the K12 Proprietary Materials unless expressly agreed to herein by K12, and (iii) K12 and its Affiliates (and respective licensors as the case may be) own all intellectual property rights in and to the K12 Proprietary Materials.

13.2. Sub-License of K12 Proprietary Materials. K12 hereby grants the School a royalty-free, nonexclusive, non-transferable sub-license, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use and distribute the K12 Proprietary Materials solely in connection with the Program operations as contemplated in this Agreement. Notwithstanding the foregoing, the School shall not: (i) modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials, (ii) sublicense any rights under this Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion, or (iii) frame any website owned by K12. Upon the termination of such license, the School will cease use of the K12 Proprietary

Materials, and will return all K12 Proprietary Materials to K12 promptly, including those in the possession of the Board, any teachers and School employees participating in the Program, and students participating in the Program.

13.3. Rights of K12 in K12 Proprietary Marks. The School acknowledges and agrees that, as between the School and K12, K12 (and its applicable Affiliates) owns and shall maintain all intellectual property rights, title and interest, including any goodwill, in and to K12 and its Affiliate's trademarks, service marks, trade dress and trade names including the Program name(s), Program logo(s) and related marks and trade dress and the K12 mark, K12 (& Design) and as may be featured in Exhibit B (collectively, "**K12 Proprietary Marks**"). The School further acknowledges and agrees that it has no intellectual property interest or claims in the K12 Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the K12 Proprietary Marks and has no right to use the 1(K12 Proprietary Marks except in the limited capacity as set forth in Section 13.4 or unless expressly agreed to in writing in advance by K12, which agreement K12 may withhold in its sole discretion.

13.4. Sub-License of K12 Proprietary Marks. K12 hereby grants the School a royalty-free, non-exclusive, non-transferable sublicense, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use the K12 Proprietary Marks relating to the Program solely in connection with the operations of Program as contemplated in this Agreement. Notwithstanding the foregoing, the School will not be permitted to sublicense any rights under this Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion. Upon the termination of such license, the School will cease use of the K12 Proprietary Marks. If the School has registered a certificate of assumed name or other similar registration utilizing 102 Proprietary Marks, the School agrees to amend any such registration to remove any K12 Proprietary Marks within thirty (30) days of the termination of this agreement.

13.5. Limitations on Use of K12 Proprietary Materials and K12 Proprietary Marks by School. The School will use the K12 Proprietary Materials and the K12 Proprietary Marks only as provided in this Agreement. Notwithstanding the foregoing license rights, the School also agrees not to not alter, copy, disassemble, reverse engineer or modify the K12 Proprietary Materials and/or the K12 Proprietary Marks in any way, nor will the School act or permit action in any way that would impair the rights of K12 in them. The School's authorized use will not create any right, title, or interest in or to the K12 Proprietary Materials or the K12 Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the foregoing. K12 will have the right to monitor the quality of the School's use of the K12 Proprietary Materials and the K12 Proprietary Marks, and the School will notify K12 promptly in writing of any known infringement thereof and of any use of K12's Intellectual Property (including the K12 Proprietary Materials, and/or the K12 Proprietary Marks) by an unauthorized party, other than set forth or contemplated by this Agreement, of which the School becomes aware. K12 and the School agree to reasonably assist each other in pursuing measures to prevent further use of K12's Intellectual Property by said unauthorized party. Any references to or use of the K12 Proprietary Materials or the K12 Proprietary Marks by the School will contain the appropriate trademark, copyright or other legal notice provided from time to time by K12 and will be subject to additional trademark usage standards developed by K12 and modified from time to time by K.12 with advance notice in writing. Moreover, to the extent the School has established any rights, title or interest in the K12 Proprietary Materials or K12 Proprietary Marks, the School hereby assigns and transfers to K12, its successors and assigns, all of the School's right, title and interest in and to such intellectual property, together with the goodwill of the business symbolized by any of the K12 Proprietary Marks and the right to sue and collect damages and/or profits for past infringements of the such marks.

13.6. Publicity/Press Release. K12 may use the School's name and Program references in a listing of new, representative or continuing schools in press releases, on its website, or in other marketing materials or dissemination of information. The Parties may agree to cooperate in joint marketing activities or in issuing a joint press release at the request of either of them, subject to prior written consent and approval of the form and substance of both the Board and K12.

14. LIMITS ON LIABILITY AND DAMAGES.

14.1. **LIMIT OF LIABILITY.** K12'S MAXIMUM LIABILITY AND OBLIGATION TO THE SCHOOL AND THE SCHOOL'S EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE PRIOR TWELVE (12) MONTHS. ANY INDEMNITY LIABILITY TO A THIRD PARTY UNDER SECTION 16 AND ANY REIMBURSEMENT OF STATE AID UNDER MCL 388.1615 IS EXEMPT FROM THIS LIMITATION.

14.2. **CONSEQUENTIAL DAMAGES.** EXCEPT IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, DAMAGES FOR THIRD PARTY CLAIMS, LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND K12'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST K12 HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER K12 IN BREACH OF THIS AGREEMENT.

15. **ASSIGNMENT.** Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party and review of such assignment or delegation by the Charter Authorizer. Subject to the first sentence of this paragraph and consent not unreasonably withheld, K12 may assign all of its rights and obligations under this Agreement to any Affiliate except as prohibited by Applicable Law. K12 may delegate the performance of its duties hereunder to any person or entity but K12 shall be responsible for the performance, in accordance with the terms of this Agreement, of any services performed by its delegates.

16. **INDEMNITY.** The Party charged with indemnifying and/or defending under this provision (the "**Indemnifying Party**") shall conduct the defense in any such third party action arising as described herein and the Party claiming the benefits of this Section 16 (the "**Indemnified Party**") promises to cooperate with such defense, provided the Indemnifying Party reasonably consults with the Indemnified Party on any settlement (subject to the consent requirement in the last sentence of this paragraph). Notwithstanding the foregoing, the Indemnified Party may, at its own expense, assist in such defense if it so chooses, provided that the Indemnifying Party shall be entitled to control such defense and all negotiations relative to the settlement of any such claim. Any settlement that would admit any liability on the part of the Indemnified Party shall require such Indemnified Party's prior written consent.

16.1. **Indemnification of the School.** K 12 will indemnify, defend, and save and hold the School and all of its employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against any and all claims, demands, suits, or other forms of liability including without limitation costs and reasonable attorneys' fees (each a "**Claim**") that may arise out of, or by reason of, any (a) breach of any expressed representation or warranty, covenant or agreement made or to be performed by K12 pursuant to this Agreement, (b) noncompliance by K12 with any Applicable Law in connection with the School's operations, but excluding any Claims that arise from conduct undertaken in accordance with the Charter Authorizer's, the School's or the Board's instructions, procedures or written policies, except where such instructions arise from and are in accordance with specific advice or explicit recommendations formally provided by K12, (c) act or omission of K12 or any of its employees, officers, directors, trustees, subcontractors

or agents in connection with School's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of the School or the Board; and (d) a trademark or copyright infringement resulting from use of K12 products. K12 and its Affiliates shall not be liable for any Claims related to the enrollment, placement and provision of services to any Students with special education needs, except to the extent that K12 employees were responsible for the issue giving rise to the Claim.

16.2. Indemnification of K12. To the extent permitted by law, the School will indemnify, defend, and save and hold K12 and each other Affiliate of K12 and all of their respective employees, officers, directors, trustees, subcontractors, and agents, their respective successors and permitted assigns, harmless against any and all Claims that may arise out of, or by reason of, any (a) breach of any expressed representation or warranty, covenant or agreement made or to be performed by the School pursuant to this Agreement, (b) noncompliance by or on behalf of the School or Board with any Applicable Law in connection with School's operations, (c) act or omission of the School or Board or any of its employees, officers, directors, trustees, subcontractors or agents in connection with the School's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of K12 (its affiliates, assigns, or delegees), and (d) for any Claims that are related to the School's or Board's action or inaction with respect to the enrollment, placement and provision of services to any Students with special education needs.

16.3. Indemnification Procedures.

16.3.1. Notice Requirement. Each Indemnified Party must give written notice to the other of the existence of a Claim promptly after such Indemnified Party first receives notice of the existence of the potential Claim, provided that such Indemnified Party will not be foreclosed from seeking indemnification hereunder by any failure to provide such prompt notice except and only to the extent the Indemnified Party actually incurs an incremental expense or otherwise has been materially prejudiced as a result of such delay.

16.3.2. Defense and Settlement of Claims. Each Indemnified Party seeking indemnification hereunder will permit the Indemnifying Party (at the expense of the Indemnifying Party) to assume the defense of such Claim, provided, that (i) counsel for the Indemnifying Party who will conduct the defense of such Claim must be reasonably satisfactory to such Indemnified Party and (ii) such Indemnified Party may participate in such defense at such Indemnified Party's expense. Except with the prior written consent of the Indemnified Party seeking indemnification hereunder, the Indemnifying Party, in the defense of any Claim, will not consent to entry of any judgment or enter into any settlement. In the event that any Indemnified Party seeking indemnification hereunder has been advised by counsel for the Indemnifying Party that such Indemnified Party may have available to it one or more defenses or counterclaims that are different from or in addition to one or more of those that may be available to the Indemnifying Party in respect of such Claim and, in such counsel's reasonable opinion, such counsel could not assert such defenses or counterclaims without creating a conflict of interest, such Indemnified Party will have the right to take over and assume control over the defense of such claim at the sole cost of the Indemnifying Party, provided that if such Indemnified Party does so take over and assume control, such Indemnified Party will not settle such claim without the written consent of the Indemnifying Party. In the event that the Indemnifying Party does not accept the defense of any matter as above provided, the Indemnified Party seeking indemnification hereunder will have the right to defend against such Claim, provided that such Indemnified Party will not settle such Claim without the written consent of the Indemnifying Party. In any event, any Indemnified Party seeking indemnification hereunder and the Indemnifying Party will cooperate in the defense of any claim subject to this Section entitled "Indemnification".

17. INSURANCE.

17.1. Liability Coverage. Each Party shall initiate and maintain the insurance required under the Charter, and will provide the Charter Authorizer with such evidence or certificates of insurance upon request. Each Party

will initiate and maintain for a period of two (2) years after the expiration or termination of this Agreement, at its own expense, comprehensive professional and general liability insurance, including product liability, contractual liability (applicable to the indemnification obligations of the said Party set forth herein), and advertising injury insurance, with reputable and financially secure insurance carriers to cover the operations of the said Party, for not less than \$5,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Such insurance required by the School (excluding D&O and E&O insurance) will include K12 and its Affiliates and their respective trustees, directors, officers, employees, contractors and agents as additional insureds within thirty (30) days after the date of this Agreement. Such insurance required by K12 (excluding D&O and E&O insurance) will include the School and its respective trustees, directors, officers, employees, contractors and agents as additional insureds within thirty (30) days after the date of this Agreement. Each Party's insurance will be written to cover claims incurred, discovered, manifested, or made during or after the Term.

17.2. Evidence of Insurance. Each Party will furnish a certificate of insurance evidencing such coverage to the other Party within thirty (30) days after the Effective Date of this Agreement. Thereafter, the Parties will endeavor to provide thirty (30) days' advance written notice to the other Party of any cancellation or material adverse change to such insurance.

17.3. Insurance Coverage No Limitation on K12's Rights. The School's insurance will be primary coverage and any insurance K12 may purchase shall be excess and non-contributory for all claims directly related to actions or omissions of the Board. K12's insurance will be primary coverage and any insurance the School may purchase shall be excess and non-contributory for all claims directly related to actions or omissions of K12. The minimum amounts of insurance coverage required herein will not be construed to impose any limitation on the School's indemnification obligations expressly set forth herein.

17.4. Workers' Compensation Insurance. Both Parties will initiate and maintain workers' compensation insurance for its respective employees working at or for the Program, as required by Applicable Law.

17.5. Cooperation. All Parties will comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

18. REPRESENTATIONS AND WARRANTIES.

18.1. Representations and Warranties of K12. K12 hereby represents and warrants to the School:

18.1.1. Organization and Good Standing. K12 is a company duly organized, validly existing, and in good standing under the laws of the State of Delaware and is a wholly owned subsidiary of K12 Inc.

18.1.2. Power and Authority; Authorization; Binding and Enforceable Agreement. K12 has full limited liability company power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by K12 and constitutes the valid and legally binding obligation of K12, enforceable against K12 in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

18.1.3. Pending Claims. K12 warrants that there are currently no pending actions, claims, suits, or proceedings, to its knowledge, threatened against it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

18.1.4. Professional Services. K12 warrants that the Services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards, and deliverables,

if any, will materially comply with the agreed upon functional specification set forth in the applicable Exhibit A, if used in a manner consistent with the conditions for which it was designed. THE FOREGOING WARRANTIES MADE BY K12 IN THIS SECTION (AND ITS SUBSECTIONS) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, K12 MAKES NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS.

18.1.5. Non-Conformities. The foregoing warranties shall not apply to defects or non-conformities: (a) resulting from software, hardware or interfacing not supplied by K12, its Affiliates or authorized contractors; (b) resulting from inadequate or improper maintenance, modification or usage by the School, its employees or Students; or (c) where there has been improper site preparation or site environment by the School, its employees or Students. In addition, the foregoing warranty shall not apply to requirements not expressly included in this Agreement.

18.2. Representations and Warranties of the School. The School hereby represents and warrants to K12:

18.2.1. Organization and Good Standing. The School is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State.

18.2.2. Power and Authority; Authorization; Binding and Enforceable Agreement. The School has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by the Board and constitutes the valid and legally binding obligation of the School, enforceable against it in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

18.2.3. Authority Under Applicable Law. The School has the authority under Applicable Law to: (i) contract with a management company to obtain the Services, Administrative Services and/or Technological Services and all other programs and services under this Agreement; (ii) to execute, deliver, and perform this Agreement; and (iii) to incur the obligations provided for under this Agreement.

18.2.4. Non-Contravention. The execution, delivery and performance of this Agreement by the School will not constitute, under any other agreement, note, lease, or other instrument to which the School is a party or by which it or any of its assets is bound, any violation, breach or event of default by the School or any other party thereto.

18.2.5. Provision of Authority to K12. The School has provided and will provide K12 with all authority and power necessary and proper for K12 to undertake its responsibilities, duties, and obligations provided for in this Agreement.

18.2.6. Charter Enforceability and Renewal. The Charter is in full force and effect and constitutes a valid and binding obligation of each party thereto, enforceable in accordance with its terms. The Board has delivered a true and complete copy of the Charter (and the School-Charter Authorizer agreement(s), if any) to K12. The Board will use best efforts to maintain the Charter in full force and effect during the Term and to renew the Charter upon its expiration with assistance from K12.

18.2.7. Certain Provisions of the Charter. The Charter will, when approved, authorize the School to operate and receive the federal, state and local education funds identified in this Agreement, as well as other revenues, and otherwise vests the Board with all powers necessary and desirable for carrying out the Program and other activities contemplated in this Agreement.

18.2.8. Pending Claims. The School warrants that there are currently no pending actions, claims, suits, or proceedings, to its knowledge, threatened against it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

19. OFFICIAL NOTICES. All notices and other communications required by the terms of this Agreement will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) reputable overnight carrier, postage prepaid, (iii) facsimile (with confirmation of transmission by sender's facsimile machine), or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) three business days after mailing as described in clauses (i) or (ii) of the foregoing sentence, (ii) on the date of personal delivery or (iii) on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the next succeeding business day). Electronic mail does not constitute official notice under this Agreement. The addresses of the Parties are:

For K12:

K12

ATTN: EVP of School Services
11720 Plaza America Drive, 9th Floor
Reston, Virginia 20190
Email: TMcIntire@K12.com

With Copy To:

K12

ATTN: General Counsel
11720 Plaza America Drive, 9th Floor
Reston, Virginia 20190
Email: JShopp@K12.com

For School:

Dave Ohman, President
Michigan Great Lakes Virtual Academy
50 Filer Street, St.324
Manistee, MI 49660

With Copy To:

Dykema

ATTN: Courtney Flynn Kissel
201 Townsend, Suite 900
Lansing, MI 48933

Email: info@mglva.org

Email: CKissel@Dykema.com

20. NON-SOLICITATION/NON-HIRING/NON-COMPETE.

20.1. Non-Solicitation/Non-Compete. Each Party agrees that during the Term of this Agreement and for a period ending twelve (12) months after the expiration or termination of this Agreement for any reason, unless mutually agreed by the Parties in writing, one Party will not directly solicit, recruit for employment, any employees of the other Party or their related companies if that employee or former employee had been assigned to or worked under this Agreement. K12 is prohibited from including any kind of non-competition, no-hire, or similar provision prohibiting or restricting the School from hiring instructional staff that perform work at the School in employee contracts or agreements.

20.2. Unpermitted Solicitation/Hiring Remedies. In the event of such unpermitted solicitation by a Party or its related company of such consultant or employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that employee's base starting salary with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The School acknowledges and agrees that no Balanced Budget Credits shall be issued by K12 to cover any penalty, damages or other relief owed by the School upon a violation of this provision.

20.3. Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee of the other Party.

21. DISPUTE RESOLUTION, VENUE AND GOVERNING LAW.

21.1. Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business within a period not to exceed ten (10) days from receipt of written notice describing the dispute and desired resolution with sufficient specificity to allow for good faith discussion. If a dispute is not resolved in the ordinary course of business, the aggrieved Party may proceed to arbitration and/or invoke any other remedies in accordance with this Agreement.

21.2. Arbitration. Subject to Section 21.1, if an aggrieved Party elects to arbitrate an unresolved dispute, the Parties shall proceed to mandatory binding arbitration in Manistee County, Michigan, pursuant to the then existing rules of the American Arbitration Association with such variations as the parties and arbitrators unanimously accept. Except as may be required by law, including the Freedom of Information Act, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. Judgment upon the award rendered, which shall include a written explanation as to the final decision and award, shall be final and binding and may be enforced by any state or federal court with competent jurisdiction over the arbitrated matter. The written explanation shall be made available to the Charter Authorizer upon request. Each Party will bear its own costs and expenses associated with the dispute resolution procedures set forth in this Section except that the Parties will share equally any fees payable to a professional arbitrator.

21.3. Injunctive Relief. Notwithstanding the foregoing dispute resolution procedures, the School acknowledges that in the event it breaches any provision contained in the Section entitled "Intellectual Property Rights", K12 may suffer irreparable harm in which the full extent of damages may be impossible to ascertain and monetary damages may not be an adequate remedy. As such, in its sole discretion, K12 may seek immediate judicial relief as available in law or equity, and the initiation of any judicial proceeding will suspend the dispute resolution procedures set forth above. K12 will be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any

other remedy. The decision by K12 not to seek judicial relief during the above described dispute resolution procedures, will not create any inference regarding the presence or absence of irreparable harm.

21.4. Governing Law. The laws of the State of Michigan without regard to its conflict of laws provisions will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the Parties arising out of or relating to this Agreement.

22. MISCELLANEOUS.

22.1. Coordination: Exercise of Approval or Consent Rights:

22.1.1. Coordination and Consultation. The Parties will coordinate the performance of their respective activities hereunder and will establish such procedures as they shall mutually agree to be effective for achieving the purposes of this Agreement and allowing each of them to perform its obligations and exercise its rights under this Agreement. Without limiting the generality of the foregoing, K12's legal counsel and the School's legal counsel will consult from time to time with respect to the requirements of Applicable Law, the Charter, and the School's and the Charter Authorizer's policies as they relate to the Program's operations.

22.1.2. Approval or Consent Rights. In performing services and its other obligations under this Agreement, or in exercising its rights under this Agreement, including granting or withholding any consents or approvals or making any requests of the other Party, each Party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines "in its sole judgment" or "its sole discretion," or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the Parties will or may agree as to a certain matter, each Party will have the right to agree or disagree in its sole discretion following good faith discussions.

22.2. Force Majeure. Notwithstanding any other sections of this Agreement, no Party will be liable for any delay in performance or inability to perform (except for payments due hereunder) due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, Internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence.

22.3. Entire Agreement. This Agreement including its attachments hereto constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous and contemporaneous oral and written negotiations, commitments, agreements, warranties, representations and understandings, including the Prior Agreements. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

22.4. Counterparts, Facsimile or PDF Transmissions. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile or PDF signature pages as if such facsimile or PDF pages were originals.

22.5. Amendment. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

22.6. Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

22.7. Interpretation. The Parties hereto acknowledge and agree that the terms and provisions of this Agreement, will be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

22.8. Severability. In the event any term, provision or restriction is held to be illegal, invalid or unenforceable in any respect, such finding shall in no way affect the legality, validity or enforceability of all other provisions of this Agreement. To the extent that any of the services to be provided by K12 are found to be overbroad or an invalid delegation of authority by the Board, such services will be construed to be limited to the extent necessary to make the services valid and binding.

22.9. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

22.10. No Third-Party Rights. This Agreement is made for the sole benefit of the School and K12 and their respective successors and permitted assigns. Except as set forth in Sections 13 ,16 and 23.1, and except for each Affiliate of K12, which shall be a third party beneficiary of this Agreement, nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or any of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

22.11. Survival of Termination. All representations, warranties, and indemnities expressly made in this Agreement will survive termination of this Agreement.

22.12. Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

23. Charter Authorizer Required Provisions. The following provisions are required to be included in this Agreement pursuant to Section 11.14 of the Charter Terms and Conditions issued to the School by the Charter Authorizer.

23.1 Indemnification of Charter Authorizer. The parties acknowledge and agree that the Manistee Area Public Schools (“MAPS”), the Charter Authorizer and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. K12 hereby promises to indemnify and hold harmless MAPS, the Charter Authorizer and its members, officers, employees, agents or representatives, as third party beneficiaries, from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of MAPS, which arise out of or are in any manner connected with the Charter Authorizer’s approval of the Application, the Charter Authorizer’s consideration of or issuance of a Charter, the School’s preparation for and operation of a public school, or which are incurred as a result of the reliance by MAPS, the Charter Authorizer and its members, officers, employees, agents or representatives upon information supplied by K12, or which arise out of the failure of K12 (including its affiliates, assigns, or delegees) to perform its obligations under the Contract issued to the School by Charter Authorizer. The parties expressly acknowledge and agree that MAPS, Charter Authorizer and its members, officers, employees, agents or representatives may commence legal action against K12 to enforce its rights as set forth in this Agreement.

23.2 Coterminous with Academy’s Charter. If the Charter issued by the Charter Authorizer is revoked or terminated, or a new charter contract is not issued to the School after expiration of the Charter, this Agreement shall automatically terminate on the same date as the Charter is revoked or terminated without further action of the parties.

23.3 Compliance with School's Charter. K12 agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the School's obligations under the Charter issued by the Charter Authorizer. The provisions of the Charter shall supersede any competing or conflicting provisions contained in this Agreement.

23.4 Amendment Caused by Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Code Section 561 (or successor legislation), or (ii) to undergo a reconstitution pursuant to Code Section 561 , and the Charter Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or constitution, with no cost or penalty to the Academy, and K12 shall have no recourse against the Academy or the Charter Authorizer for implementing such site closure or reconstitution.

23.5 Compliance with Section 553c. On an annual basis, K12 agrees to provide the Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which information is available. K12 further agrees that within thirty (30) days of receipt of this information by the Board, K12 shall ensure that the Board's duty to make the information available on the School's website home page, in a form and manner prescribed by the Michigan Department of Education, has been satisfied. The defined terms in section 553c of the Code, MCL 380.553c, shall have the same meaning in this Agreement.

23.6 Compliance with Section 11.16 of Charter Terms and Conditions. K12 shall make information concerning the operation and management of the School, including without limitation the information described in Schedule 5 (MCCR) and Schedule 6 (Information to be Provided by Academy and ESP) of the Charter, available to the School as deemed necessary by the Board in order to enable the School to fully satisfy its obligations under Section 11.16(a) of the Charter Terms and Conditions.

23.7 Appropriately Certificated Teachers and School Administrators. K12 shall assign to the School appropriately certificated teachers and school administrators in compliance with Applicable Law and administrative rules and will assign non-certificated teachers and administrators only to the extent permitted by law.

23.8 MPSERS Retirants. To enable the School to comply with its reporting obligations under the Michigan Public School Employees Retirement Act, 1980 PA 300, as amended, K12 shall: (1) promptly notify the School in writing of the identity of any individual employed or assigned by K12 to perform services for the School that is a retirant from the Michigan Public School Employees Retirement System (MPSERS); and (2) provide information regarding any such individual's wages or amounts paid and hours of service under this Agreement, as necessary for K12 to ensure satisfaction of the School's duty to report on a schedule and in such manner as may be determined from time to time by the Office of Retirement Services. MCL 38.1342(6).

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the date set forth below.

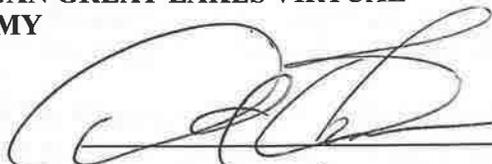
For and on behalf of

For and on behalf of

MICHIGAN GREAT LAKES VIRTUAL
ACADEMY

K12 VIRTUAL SCHOOLS
LLC

Signed:



Signed:

DocuSigned by:
Tony Bennett
FFF4A236A3924ED...

Name:

DAVID CHAN

Name:

Tony Bennett

Position:

PRESIDENT

Position:

President of Schools

Date:

May 25, 2023

Date:

5/26/2023 | 10:52 AM PDT

EXHIBIT A.

Curriculum and Services

I. **Educational Products, Pupil Recruiting and Product Related Services:** For each school year during the Term, K12 and its Affiliates will provide or cause to be provided to the School, its Students and its personnel the following Educational Products and related services in accordance with the fees as provided in this Agreement and to the extent K12 determines is appropriate for the academic program, Notwithstanding the forgoing, none of the following Educational Products, Pupil Recruiting and Product related services shall be provided for the purpose of benefiting the Program or any personnel or students for any school year beyond the expiration of the Term or the earlier termination of this Agreement.

1. **Online School.** For each school year during the Term, K12 will provide a license for and access to: (i) the K12® Curriculum and associated learning management system for grades K through 8, for those core subject areas required by the State (Language Arts, Math, Science, History) as well as other courses offered or required for these grades (Art, Music and foreign language); (ii) K12® Curriculum and associated learning management system for grades 9 through 12, in each case in Language Arts, Math, Science and History in addition to electives per the K12 course catalogue; and (iii) any third party curriculum K12 generally offers its managed virtual schools, in each case for such courses required by Applicable Law. K12 will ensure that all K12® Curriculum aligns with the curriculum requirements set forth in the Code.

2. **Instructional Tools and Materials.** Consistent with the Board final approved Program Budget, including amendments to the Program Budget, if any, such instructional tools and supplies, including without limitation textbooks and multi-media teaching tools, as K12 determines in its discretion to be necessary to deliver the Educational Program. K12 shall identify which of such materials are durable shall be reclaimed. These materials will be returned in accordance with Section 12.2.

3. **Product Related Services.** Pupil Recruitment and related services are included in the cost of the curriculum and materials in the Product Price List:

a. **Additional Instructional Support.** K12 will make available the necessary instructional support and teachers as mutually agreed upon in accordance with the Product Price List as the Program may require for the Educational Products and related offerings.

b. **Pupil Recruitment.** Subject to the Charter and any Board approved open enrollment requirements, recruitment of students, including creation, design and preparation of recruitment materials and advertisements; assist with information sessions and other events via mail, e-mail, print, radio, television, and outdoor advertising. Additionally recruitment includes designing school recruitment materials, letterhead, business cards, and logos to create school identity and developing, designing, and maintaining the School website. Recruiting campaigns undertaken may be general awareness or combined campaigns, launched to inform potential students about the School and/or K12 and its Affiliate's programs (including K12 partner schools and programs) in the local area. For the avoidance of doubt, if this Agreement is terminated, K12 shall not provide any recruiting services during the Term for forthcoming school years in which K12 shall not be providing the Educational Products and Services.

c. **Admissions.** Implementation of the Program's admissions policy and the Student enrollment process approved by the Board and consistent with the Charter. Communicating with potential students and their families and conducting a random lottery if required.

d. **Family Services.** Plan and arrange school orientation sessions. Assist with the design and implementation of parent orientation sessions. Field and respond to incoming calls, letters, faxes, and e-mails received by K12 about the Program, its curriculum, the application/enrollment process,

instructional materials, etc. Assist the Board with updates and revisions, as requested, of a parent manual and/or student handbook.

e. Program Feedback. Obtain feedback on how to improve the Program and curriculum, as appropriate. Create methods for Students, their parents, and teachers to submit comments and suggestions; implement improvements where K12 deems them to be valuable. Computers. As required by the Code, the School must offer each student's family a computer and subsidize the cost of internet access. K12 agrees to provide or cause to be provided computers, monitors, software and other hardware to students as necessary to deliver the Program and consistent with the final Program budget, including amendments, if any, approved by the Board and the Board policy. All such equipment shall be promptly returned to K12 upon a Student's withdrawal or upon expiration or termination of this Agreement.

f. High School Services: As requested and as available, K12 may offer the following for High School students:

- i. Social Networking — Access to a monitored, private, virtual social community for students, parents and teachers to communicate and connect. Students benefit from exchanging ideas and information with students around the country using the K12 program and gaining a sense of connectedness within the boundaries of a contained but national community. Each K12 sponsored school will also have its own sub-community to generate school pride as well as provide its own content and clubs, a school calendar, announcements, and information on upcoming activities and outings.
- ii. Counseling Tools - Counseling tool(s) to support college, career planning and exploration.

II. Administrative Services: For each school year during the Term, K12 and its Affiliates will provide or cause to be provided to School the administrative services (the "Administrative Services") set forth below to the extent K12 determines is appropriate for the academic program. Notwithstanding the forgoing, none of the following Administrative Services shall be provided for the purpose of benefiting the Program or any personnel or students for any school year beyond the expiration of the Term or the earlier termination of this Agreement. K12 will provide the Administrative Services at School's Facility and from K12's offices in Herndon, Virginia and elsewhere, as deemed necessary in K12's discretion and consistent with the Charter and Applicable Law.

1. Educational Program Consulting. Educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled in the Program consistent with Applicable Law and the Charter.

2. Personnel Assistance. Supervision of all personnel providing Educational Products, Administrative Services, and Technology Services. Management of all Program employees including recruiting; hiring recommendations; reference, certification and background checks. Recommend human resources policies, bonus plans, and strategic plans for staffing, development, and growth. Provide administrator and teacher performance evaluation models to School and recommend and, if approved, carry out effective ways to measure administrator and teacher performance in a virtual setting consistent with sections 1249 and 1250 of the Code, MCL 380.1249 and MCL 380.1250.

3. Insurance. Assist the School with obtaining general liability insurance or other insurance required with a reputable carrier for the School in accordance with this Agreement, the Charter, the Lease (if applicable) and Applicable Law. As required by the Charter, K12 will procure insurance required for educational service providers at its own expense. Such insurance shall be separate from the insurance required for the School under the Charter and this Agreement.

4. Facility Management. Identify location of the School's initial or supplemental facility(ies) for the Program. Together with School's attorney and designees, assist with negotiating and approving leases, leasehold improvements and lease amendments.

5. Business Administration. Administration of all business aspects and day-to-day management of the Program. These services shall include:

- a. Consultation, and services as liaison for School with the Charter Authorizer, and other governmental offices and agencies; Consultation and advice regarding special education programs, processes, support services and reimbursements;
- b. Deliver instructional programming to students with disabilities that is in compliance with Applicable Law;
- c. Consistent with other provisions of the Agreement, provide school administrative staff as appropriate;
- d. Work with School's counsel, if any, on legal matters affecting the Program;
- e. Assist the Board with forms, operations manuals, handbooks, guides, and policies and procedures as necessary or required by the Charter or Charter Authorizer;
- f. Consultation with respect to, and monitoring and oversight of, State reporting systems;
- g. Assist School in identifying and applying for grants and other funding opportunities;
- h. Assist with the administration of federal entitlement programs (e.g., Title I, I.D.E.A.);
- i. Arrange contracts with school districts, education services centers, and professional service providers for special education, testing and other support services on School's behalf;
- j. Establish and implement policies and procedures to maintain proper internal controls;
- k. Provision of such other administrative and consulting services as agreed in writing by the Parties from time to time; and
- l. Provision of regulatory compliance services, including responses to audits.

6. Budgeting and Financial Reporting.

- a. Preparation of a proposed annual budget for the Program, including projected revenues, expenses and capital expenditures. The proposed budget will be submitted by K12 to School on or before May 15th preceding the start of the applicable school year covered by such proposed budget. On or about October 31 of each school year during the Term, K12 will submit to School any proposed modifications to the annual budget for that school year to take into account the actual student enrollment for such school year and other changes in key assumptions. K12 shall also submit to School from time to time any other proposed modifications to the annual budget as K12 shall deem to be necessary or desirable, to be acted upon by School consistent with Applicable Law and this Agreement. Once approved by the Board, K12 shall make such programmatic changes to the Program to implement the budget modification and to avoid deficit spending.
- b. As practical and as possible, provide to School on a periodic basis, but no more frequently than monthly, detailed statements of all revenues received, from whatever source by the Program, and detailed statements of all direct expenditures for services rendered to the Program.
- c. Provide to School all financial reports required under Applicable Law and by the Charter Authorizer.
- d. Subject to any confidentiality obligations imposed on K12 by third parties, provide to School such other information either required by the Charter Authorizer to be made available to School or the Charter Authorizer requested by School, in each case within a reasonable time following such written request therefore, and in all cases consistent with Applicable Law.
- e. To the extent applicable, assist in the preparation of required non-profit filings, including form 990 tax returns. Notwithstanding the foregoing, K12 will not be responsible for filing School's form 1023, but will work with School's counsel and/or accountant to prepare the application for tax-exempt status, as necessary.

7. Financial Management.

- a. In accordance with School's expenditure authorization policy, K12 will, within commercially reasonable periods of time or as required by any agreement governing same, make payment for all Program Expenses, out of the Program funds managed by K12.
- b. All Program funds will be maintained in an account(s) belonging to School. The signatories to the School's account shall only be Board members or employees of the School authorized by the Board. No K12 representative shall have signature authority over School bank accounts. The School will immediately transfer to the School account(s) all funds received by the Program from any source, including but not limited to per pupil payments or reimbursements received from the local school district, state, federal and/or any other source, as well as any and all contributions received by the Program.
- c. Perform necessary planning, forecasting, accounting and reporting functions as appropriate.
- d. Assist and coordinate in any third-party audit(s) of the Program.
- e. Comply with internal controls recommended by the School's audit as approved by the Board.

8. Maintenance of Financial and Student Records.

- a. K12 will maintain and keep the records and books of the Program at the Facility. K12 may maintain electronic or paper copies of records and provide other services elsewhere, unless prohibited by Applicable Law. The School recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act and the State open records act, K12 has a legitimate educational interest for purposes of School disclosing to K12 the Program student's educational records.
- b. K12 will maintain accurate financial records pertaining to the operation of the Program and will retain all such records as required by the Michigan Department of Education's record retention schedule which shall be incorporated into the Board's record retention policy. K12 agrees that any schedule disposal or destruction of Academy records shall be consistent with Board policy, the Charter and Applicable Law.
- c. K12 will maintain accurate student records pertaining to students enrolled in the Program in the manner required by Applicable Law, and retain such records on behalf of School at the Facility until this Agreement is terminated, at which time such records will be retained by and become the sole responsibility of School.
- d. Ensure accessibility of Program records to School, its independent auditor, the Charter Authorizer and the State for completion of audits required by Applicable Law. The Parties understand that all financial, educational and other records, regardless of source of origin, are the property of School. The Parties agree to maintain, retain, disclose, and withhold Program records as may be required and in the manner required by Applicable Law.

9. Student Discipline. Provide necessary information and cooperate with School on the handling of all student disciplinary matters, including without limitation, attendance and truancy matters. K12 will recommend policy and procedures for School adoption consistent with Applicable Law.

10. Annual Reports to Charter Authorizer. Create, design, and arrange for publication and dissemination of an annual report regarding the Program consistent with the Charter and Applicable Law.

11. Teacher Effectiveness and Training. Develop new teacher training and ongoing professional development for teachers. Develop and maintain the K12 Teacher Handbook. Host ongoing teacher professional development sessions throughout the school year for new and returning teachers.

12. Charter Authorizer Policies and Charter Renewal. Assist School in complying with all applicable Charter Authorizer policies as reasonably interpreted to apply to the Program. Assist School with drafting the Program's Charter renewal application, including working with School to develop any necessary budgetary and curriculum information. Prepare Board members to present and defend School's Charter renewal application before the Charter Authorizer.

13. Instructional Property Management. Prepare and submit to School proposed policies and procedures regarding the responsible use of equipment and other instructional property. Arrange for the distribution and re-shipment or return (as necessary) of equipment for families, administrators, and teachers, to the extent provided by or on behalf of K12 as agreed in writing during the budget process.

14. Grants and Donations. On behalf of the Program, K12 may solicit and receive grants and donations from public funds through competitive or non-competitive processes, and private sources consistent with the Program's objectives; provided, however, that any solicitation of such grants and donations by K12 will be subject to the approval of the Board and such fund shall be used as designated.

15. Additional Administrative Services. Any other services as agreed to in writing by the Parties from time to time. Such additional administrative services agreed to by the Parties from time to time shall be incorporated into this Agreement by an amendment approved by the Parties.

III. Technology Services: For each school year during the Term, K12 and its Affiliates will provide or cause to be provided to School the technology services (the "Technology Services") described below for the program to the extent K12 determines it appropriate for the academic program. Notwithstanding the forgoing, none of the following Technology Services shall be provided for the purpose of benefiting the Program or any personnel or students for any school year beyond the expiration of the Term or the earlier termination of this Agreement, K12 will provide the Technology Services at School's Facility (defined below) and from K12's offices, as deemed necessary and in K12's discretion.

1. 24-7 monitoring of production services, i.e., SAMS and the on-line learning management system;
2. Monitor and analyze system data, to fix production issues as they may arise;
3. Generate reports on pupil academic performance, attendance and progress;
4. Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals for the School;
5. Train school staff, as deemed appropriate and necessary, on technology systems;
6. Develop, design, publish, and maintain the Program's interactive website;
7. Install and maintain the Program's computer network;
8. Generate reports;
9. Develop community tools on the school's website and K12 platform (including password protected threaded discussion and message boards, moderation functionality, directories, etc.);
10. Determine hardware configurations (including software and operating systems) for the school's technology needs;
11. Provide onsite and telephone support for the Program administration in troubleshooting system errors, and telephone support for students;
12. Propose for the School's adoption policies and procedures regarding the responsible use of computer equipment and other school property;
13. Support teachers and School care associates in answering technology-related questions from students, parents, teachers, and administrators;
14. Install software to generate master image of computer configurations for teachers, administrators, and students in order to standardize the user experience and lower costs and turn-around time for implementation and troubleshooting;
15. Ensure electronic security of student records (through the use of encryption, firewalls, etc.);
16. Provide a Web-filtering device to ensure that students do not have access to inappropriate materials on the Internet;
17. Prepare for, supervise, and implement all system roll-overs at the end of each academic year;
18. Design and implement inventory management systems with the school's distribution and hardware vendors, as well as reclamation programs, as needed;
19. Support and design the Program's accounting system;
20. Provide online enrollment, registration and placement services;

21. Provide school email accounts for school employees;
22. Provide School care and technology support services on the learning management system, computer and software issues;
23. Oversee changes to the Program website to maintain quality assurance and make sure that there are not “version control” problems;
24. Coordinate security, creative, and content issues pertaining to the website;
25. Coordinate Web hosting contracts and relationships with vendors across the State as needed;
26. Handle troubleshooting issues for the school's website and send issues to the appropriate person or division for resolution; and
27. Additional Technology Services in K12's discretion and any other services as agreed to in writing by the Parties from time to time. Additional technology services that result in an increase in the Technology Service Fee shall be incorporated into this Agreement by an amendment approved by the Parties.

IV. Online State Testing Services: For each school year during the Term, K12 and its Affiliates will provide or cause to be provided to the School the equipment, logistics, services and technical support to support state required online testing of Students (the “Testing Services”) described below for the program to the extent K12 determines is appropriate for the Program. Notwithstanding the forgoing, none of the following Testing Services shall be provided for the purpose of benefiting the Program or any personnel or students for any school year beyond the expiration of the Term or the earlier termination of this Agreement.

1. Services.

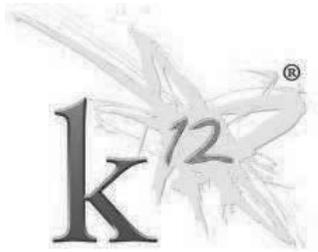
- a. Site Surveys. K12 will physically validate facilities for thirty-five sites. In all rooms where assessments will be administered, perform a test of mobile lab technology and capture test load simulation data and ISP signal quality measurements. Optimal placement of network devices will be documented.
 - i. Notify School if the facility is found to not be suitable.
 - ii. Includes survey checklist, engineers test multiple carriers, antennas, equipment configurations, and types of Wi-Fi devices, identifying primary and secondary networks (no additional charge to deploy these at sites where deemed necessary), failover process is identified and documented; engineers coordinate with sites to use native infrastructure when possible and prepare it for use for students.
- b. Technical Point of Contact. K12 will provide a technical point of contact to support School.
- c. Onsite Support. K12 will provide onsite support on the first day of testing at fourteen (14) sites.
 - i. All onsite tech support will have a national criminal records background check. School teachers must be present when onsite tech is in proximity of students.
 - ii. Setup, tear down all equipment. Includes at least one onsite support (1) tech per each of the fourteen “online” locations. Techs are trained on network and PC troubleshooting.
- d. Remote Support. For testing days at all other sites, K12 will monitor site status and troubleshoot issues for all other sites on testing days from a central operations center. During the testing window, the operations center will be available from 6:00 AM until completion of testing each day, or other hours as deemed mutually agreeable. K12 will provide remote support for School test site personnel when no technology support specialist is onsite. K12 will provide two dedicated support staff plus backup personnel.
- e. Remote Support. For makeup days at all sites, K12 will monitor site status and troubleshoot issues for all other sites on testing days from a central operations center. During the testing window, the operations center will be available from 6:00 AM until completion of testing each day, or other hours as deemed mutually agreeable. K12 will provide remote support for School test site personnel when no technology support specialist is onsite. K12 will provide one dedicated support staff plus backup personnel.

2. **Fees.**

- a. Invoices for technology support personnel will be issued at the conclusion of the testing cycle in accordance with the annual School State Testing Price List. Invoices are payable net of thirty (30) days.

EXHIBIT B
K12 Proprietary Marks

Stride



K¹²
Unleash the xPotential®
The xPotential®
A+nywhere Learning System®



®



All trademarks, trade names, service marks as set forth at <https://www.stridelearning.com/ip-policy.html>, as may be revised from time to time, and each of their logos.

Trademark Quality Control – Restricted Content: The Board shall not use the K12 Proprietary Marks in connection with harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, hateful or otherwise offensive material, or in any manner that would be likely to tarnish or adversely impact the reputation, quality, value and goodwill associated with K12 and/or the K12 Proprietary Marks.

Educational Services Provider Information Sheet

Prior to executing an agreement with an Educational Services Provider (ESP), the MGLVA Board shall: (A) perform sufficient due diligence to determine that the ESP has the appropriate financial resources, educational services and demonstrated experience in delivering a quality education program that improves pupil academic achievement as measured by statutorily compliant standards, and managerial experience to provide the contracted services; (B) obtain sufficient information to conclude that the proposed ESP Agreement is in the best financial and educational interests of the Academy; and (C) provide at least the following information to the Manistee Area Public Schools Charter Schools Office to establish (1) the absence of any conflicts of interest between MGLVA Board members (including family members as defined in MCL 380.1203) and the ESP's owners, shareholders, directors, and/or officers, and (2) that MGLVA and the ESP have engaged distinct legal counsel, accountants/auditors, and banking institutions. **Submit a complete and signed copy of this ESP Information Sheet to the MAPS Charter Schools Office when the proposed ESP Agreement is submitted for Authorizer review.**

ESP Name: K12 Virtual Schools LLC (see below*)
 ESP Contact Person Name: Todd McIntire, Vice President
 Address: 11720 Plaza America Drive, 9th FL City, State, Zip: Reston, VA 20190
 Telephone: 703-483-7000 Fax: 703-483-7496 Email: tmcintire@k12.com

In the spaces below, or on a separate sheet, please list the names of all ESP owners, shareholders, directors and or officers.

Name	Phone Number	Address
<u>see below*</u>		

Indicate the organizational structure of the ESP:

For Profit State of Incorporation: Delaware
 Non-Profit Has the ESP obtained authorization to do business in Michigan? Yes No
 Limited Liability Corporation

Other: *ESP is a wholly-owned subsidiary of Stride, Inc. (NYSE: LRN) a publicly-traded company with ownership distributed among general public shareholders through the trade of shares of its stock on the New York Stock Exchange

In the space below, provide the following information on the ESP's primary banking institution:

Bank Name: PNC Contact Person: _____
 Address: 375 River St. Manistee, MI 49660 Telephone: 231-723-6565

In the space below, provide the following information on the ESP's legal counsel:

Firm Name: Stride General Counsel Office Contact Person: Judy Shopp
 Address: 11720 America Plaza Drive, 9th FL, Reston, VA 20190 Telephone: 703-939-7274

In the space below, provide the following information on the ESP's accountant or auditing services:

Firm Name: Baird, Cotter & Bishop PC Contact Person: Trent Mulder
 Address: 134 W Harris St, Cadillac MI 49601 Telephone: 231-775-9789

Completed by: Judy Shopp Associate General Counsel 2/2/2022
Name Position Date

Schedule 7-4

Methods of Accountability and Pupil Assessment

SCHEDULE 7-4
METHODS OF PUPIL ASSESSMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.5, and Article VIII, Section 8.12, the Academy shall properly administer all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments identified in this schedule, as applicable, in accordance with the requirements detailed in the Master Calendar of Reporting Requirements issued by MAPS.

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

Academic Assessments to Be Administered:

All students will take state mandated assessments appropriate to their grade level and individual needs, including but not limited to M-STEP, PSAT MME, MI-ACCESS, and WIDA.

All students in grades 2-12, except where exempted by an Individualized Education Plan, will take the STAR Reading and STAR Math at the beginning and end of the school year.

All students in K-1 and any identified non-readers newly enrolled in grade 2 and 3 will take the STAR Early Literacy assessment.

All results of diagnostic assessments will be reported to students and parents throughout the school year.

Data from diagnostic and interim testing will be reviewed in the school at the grade, subject (math and reading), classroom, and student level by administrators and teachers no less than quarterly in order to review the success of intervention strategies with struggling students.

The school will develop an Individualized Learning Plan or High School Grad Plan based on data from all available sources which will be reviewed no less than quarterly throughout the course of the school year in order to ensure grade level progress toward Michigan standards.

Schedule 7-5

Academy's Admissions Policy and Criteria

SCHEDULE 7-5
ACADEMY'S ADMISSION POLICY AND
CRITERIA

Purpose

As required by Section 6.7 of the Terms and Conditions, this Schedule 7-5 contains the Academy's Admission Policies and Criteria. The purpose of this policy is to outline the Academy's enrollment policy and process for students enrolling in the Academy.

Requirements

The Academy's admission policy, criteria and process shall comply with sections 552 and 556 of Part 6e of the Code, MCL 380.552 and 380.556, and the Academy Board must submit a copy of the Academy's public notice of the admission policy, criteria and process policy annually to the MAPS Charter Schools Office in accordance with the Master Calendar of Reporting Requirements.

Admission Criteria

The Academy serves students in grades K-12 on a statewide basis who meet the age eligibility requirements for enrolling in a Michigan public school, the requirements of this policy, and are residents of the state of Michigan or are eligible foreign exchange students.

The Academy does not charge tuition and does not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a school district.

Admissions Process

The Academy shall provide legal notice or advertisement of its application and enrollment process including placing advertisements in a newspaper of general statewide circulation, local media-newspapers, mass mailings, and web blasts. Information sessions will be held via web sessions and at physical locations to be determined around the state. A copy of the legal notice or advertisement shall be forwarded to the MAPS Charter Schools Office.

At a minimum, the legal notice or advertisement must include:

1. The process and/or location(s) for requesting and submitting applications.
2. The beginning date and the ending date of the open enrollment period.
3. The date, time, and place the random selection drawing(s) will be held, if needed.

The legal notice or advertisement of the open enrollment period will be designed to inform individuals that are most likely to be interested in attending the Academy.

Information about applying to the Academy, including all enrollment documentation, will be available on the Academy's website, which may be hosted on the Educational Services Provider's (ESP/s) corporate website to the extent consistent with open enrollment and random selection

requirements, as well as student privacy laws.. Although information about the Academy may be available through other portions of the ESP's corporate website, individuals who inquire about admission to the Academy by way of these portions of the ESP's corporate website, will be directed to the Academy's website as will inquiries received by telephone calls to the ESP.

Enrollment information may be completed on-line by the parent/guardian/ eligible student or the parent/ guardian/ eligible student may print the enrollment form and mail to the Academy c/o the Admissions office at the ESP's corporate headquarters.

The Academy shall make a reasonable effort to advertise its enrollment openings. In addition, the Academy will make the following additional efforts to recruit students who are eligible for special education programs and services or English as a second language services to apply for admission:

- (1) Reasonable efforts to advertise all enrollment openings to organizations and media that regularly serve and advocate for individuals with disabilities or children with limited English-speaking ability within the boundaries of the Manistee County Intermediate School District where the Academy's administrative offices are located.
- (2) Inclusion in all student recruitment materials of a statement that appropriate special education services and English as a second language services will be made available to students attending the school as required by law.

The Academy's open enrollment period will be for a duration of at least 2 weeks and the open enrollment period times will include some evening and weekend times.

In the event that there are more applications to enroll in the Academy than there are spaces available in a particular grade level (as provided in Schedule 7-7), students shall be placed on a waiting list and admitted using a random selection process. The Academy shall allow any student who was enrolled in the Academy in the immediately preceding school year to enroll in the Academy in the appropriate grade unless the appropriate grade is not offered at that Academy.

As permitted under the Code, the Academy may give enrollment priority to 1 or more of the following:

- (1) A sibling of a student enrolled in the Academy.
- (2) A student who transfers to the Academy from another public school pursuant to a matriculation agreement between the Academy and another public school that provides for this enrollment priority, if all of the following requirements are met:
 - (i) The Academy and the other public school that enters into the matriculation agreement remains a separate and independent public school.
 - (ii) The Academy that gives the enrollment priority selects at least 5% of its students for enrollment using a random selection process.
 - (iii) The matriculation agreement allows any student who was enrolled at any time during elementary school in a public school that is party to the matriculation agreement and who was not expelled from the public school to enroll in the Academy giving enrollment priority under the matriculation agreement.
- (3) A child of a person who is employed by or at Academy or who is on the Academy Board.

As used in this subdivision, “child” includes an adopted child or a legal ward.

(4) Because the Academy is a cyber school and its authorizing body is a school district, the Academy shall give enrollment priority to students who reside within the boundaries of the MAPS.

The Educational Service Provider shall develop Administrative Procedures for the proper implementation of this policy.

Admission to the Academy

Students who qualify for admission to the Academy, in accordance with the above Board Admissions Policy, shall be accepted when the following documents have been submitted, subject to the immediate enrollment requirements for homeless children or youth under the McKinney-Vento Homeless Assistance Act (see Policy No. 5111.01):

- A. Proof of residency
- B. A certified copy of or original birth certificate or other appropriate form of student identification
- C. Immunization records signed by a physician or proper documentation for students with religious, medical or other conditions exempting the student from this requirement.
- D. Health appraisal and vision screening, if applicable
- E. Release of records form in order to request records from the student’s previous school, if applicable
- F. Foreign exchange students who provide documentation of their status as a foreign exchange student may enroll.
- G. Affirmation of discipline from the student’ prior school, if applicable.
- H. Court orders or placement papers, if applicable

If a birth certificate is not available, the parent or legal guardian is to complete Form 5111 F1 and submit the documentary evidence required. If custody has been established by the courts, a copy of the court order must be submitted. If verification is not received within thirty (30) days or the document(s) appear to be inaccurate or suspicious, the Educational Service Provider/ School Leader shall notify the Manistee County Sheriff’s office.

Students without appropriate records will be admitted under temporary enrollment for a period of thirty (30) days, unless extended by the Educational Service Provider/ School Leader. Parents or legal guardians are to be so informed at the time of admission.

A student’s sending school, if any, shall be contacted within one week of the student’s entry into the Academy and requested to send all appropriate records.

If the student’s sending school indicates no record of the student’s performance, or the records are not received within fourteen (14) days of the date of request, or if the student does not present a certification of birth or other documentary evidence, the Educational Service Provider/School Leader shall immediately notify the law enforcement agency where the student resided and the Manistee County Sheriff’s Office that he/ she may be a missing child.

Immunization requirements are to be in accordance with AG 5320. The staff member enrolling the student is to check the immunization record the parent submits against the requirements listed in AG 5320 to determine if there are any discrepancies or missing inoculations. If so, the parent or legal guardian is to be informed that the needed inoculations must be completed within the next two calendar weeks or as soon thereafter as the schedule for the missing inoculations permits. A list is to be kept of all students who have not met the immunization requirements and the dates by which missing inoculations are to be completed.

Students transferring from another school must submit an official transcript from the sending school in order for the student to receive credit for course work. Report cards will not be considered sufficient evidence for granting credit toward graduation.

Appeals Process

Students who are not enrolled at the Academy and who have submitted an application may appeal to the Academy Board. The Academy Board shall determine whether the enrollment procedures set forth in this Policy have been followed. If the procedures have been followed, the enrollment determination shall stand. If the enrollment procedures have not been followed, the Academy Board will consult with relevant parties to ascertain an appropriate remedy.

Enrollment Process Tracking and Verification

The Academy shall annually track its enrollment data using a model form provided by the MAPS Charter Schools Office and available on Epicenter. A copy of the Academy's completed form shall be submitted annually to the MAPS Charter Schools office, within five business days after the close of open enrollment and/or prior to the Academy's Random Selection Drawing, or as provided in the Annual Calendar of Reporting Requirements.

Schedule 7-6

School Calendar and School Day Schedule

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

The Academy shall make educational services available to pupils for a minimum of at least 1,098 hours during a school year, and shall ensure that each pupil participates in the educational program for at least 1,098 hours during a school year. The Academy Board shall provide annually documentation that each child is meeting this requirement in accordance with Applicable Law.

2023-2024

MGLVA Calendar of Dates

August '23						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Instructional Days: 3

November '23						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

Instructional Days: 20

February '24						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

Instructional Days: 20

May '24						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Instructional Days: 22

September '23						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Instructional Days: 19

December '23						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Instructional Days: 14

March '24						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Instructional Days: 16

June '24						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Instructional Days: 5

October '23						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Instructional Days: 22

January '24						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Instructional Days: 18

April '24						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Instructional Days: 21

July '24						
S	M	T	W	T	F	S
						1
2	3	4	5	6		
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

Instructional Days: 0

Holidays
School Breaks
Half Day
Half Day/PD

Total Days of Instruction	Full Days	Half Days
180	172	8

Secondary	
Hours per day	Total Hrs of Instruction
6.25	1100

Elementary	
Hours per day	Total Hrs of Instruction
6.25	1100

Schedule 7-7

Age and Grade Range of Pupils Enrolled

SCHEDULE 7-7

AGE AND GRADE RANGE OF PUPILS ENROLLED

The Academy will enroll students in kindergarten through twelfth grade. The Academy manages enrollment using an overall capacity of 3,500 students (Grades K-12), grade band level caps (Grades K-5, 6-8, and 9-12) and grade level caps. The Academy’s goal is to grow responsibly in order to use resources wisely, manage staffing, and build programming specific to trends in education and specific needs of students in the State of Michigan. A breakdown of caps per grade and grade band is as follows. These caps are used to manage enrollment in compliance with the Academy’s Admissions Policy (Schedule 7-5) and to guard against disruptive enrollment bubbles through use of the Caps Metric detailed below. With the approval of MAPS, this Schedule 7-7 may be further amended to adjust enrollment caps as demand and performance data dictate.

Grade	2022-2023 Caps**	Proposed 2023-2024 Caps*	2024-2025 Caps*	2025-2026 Caps*	2026-2027 Caps*	2027-2028 Caps*
K	160	250	250	250	250	250
1st	180	250	250	250	250	250
2nd	180	275	275	275	275	275
3rd	180	275	275	275	275	275
4th	180	275	275	275	275	275
5th	180	275	275	275	275	275
Elem Totals	1060	1600	1600	1600	1600	1600
6th	250	350	350	350	350	350
7th	290	375	375	375	375	375
8th	340	375	375	375	375	375
MS Totals	880	1100	1100	1100	1100	1100
9th	380	425	425	425	425	425
10th	380	425	425	425	425	425
11th	400	475	475	475	475	475
12th	400	475	475	475	475	475
HS Totals	1560	1800	1800	1800	1800	1800
School Totals	3500	4500	4500	4500	4500	4500

*If demand is noted in a given enrollment year, MGLVA may request up to an additional 500 seats.

**Provided, however, that grade level caps are subject to the following “Caps Metric” to allow some enrollment flexibility with grade band caps, while ensuring at all times the Academy’s ability to determine whether use of a random selection process or wait list is required under its Admissions Policy (Schedule 7-5) and applicable law:

Caps Metric: If at the end of the open enrollment period prescribed in Schedule 7-5 (a) no grade within a band is over-subscribed by more than 10% of the grade cap (including returning pupils and priority pupils as defined in the MGLVA Admissions Policy, Schedule 7-5); and (b) the corresponding band is not over-subscribed, then all the following apply:

- Applicants may be enrolled beyond a prescribed grade level cap without the need for a random selection process, but only to the extent permitted by the Caps Metric.

- This same Caps Metric will be applied by the Academy throughout the school year to determine whether seats are available, or applicants will be placed on a waitlist. A seat is available only if no grade within a band is over-subscribed, and the overall school totals are not exceeded.
- The Academy will maintain enrollment data sufficient to establish that any pupil enrolled beyond a grade level caps pursuant to this Caps Metric was properly enrolled in compliance with Schedules 7-5 and 7-7 and applicable law.

Schedule 7-8

Description of Facilities

Occupancy Certificate

TAB A

Description of Facilities

Lease Agreement and Floor Plan

MGLVA Board and Briny Building, LLC

50 Filer Street, Suite 324, Manistee, Michigan 49660

SCHEDULE 7-8

DESCRIPTION OF FACILITIES

The Administrative Office for the Academy is:

Address: 50 Filer Street, Suite 324, Manistee MI 49660

The Academy's Administrative Offices are located within the geographical boundaries of the Manistee Area Public Schools and the Manistee Intermediate School District.

A description of the facilities is contained in the attached lease. This facility will be utilized for administrative purposes only and will not educate students for purposes of instruction. Facilities will be utilized for testing if appropriate. All facilities housing students, including testing facilities, will comply with public school building requirements set forth by the Michigan Department of Licensing and Regulatory Affairs, Bureau of Fire Services.

A copy of the Academy's lease and lease amendments, if any, are attached to this Schedule 7-8.

Gross Lease, Single-Tenant Building

This Lease is made between Landlord and Tenant, who agree as follows:

1. Basic lease definitions. The following defined terms will be used throughout this Lease:

- a. Lease Date means July 1, 2022.
- b. Landlord means Briny Building, LLC or its successors in interest.
- c. Landlord Notice Address means 1212 Veterans Dr, Ste 210, Traverse City, MI 49684.
- d. Tenant means Michigan Great Lakes Virtual Academy.
- e. Tenant Notice Address means 1309 Madison Rd, Manistee MI 49660.
- f. Premises means the building and common elements located at 50 Filer Street, Suite 324, Manistee, MI 49660.
- g. Term means the term as defined in Section 3.
- h. Lease Year means the period beginning on July 1st and ending on June 30th of the following calendar year.
- j. Commencement Date means July 1, 2022
- k. Termination Date means June 30, 2028 or as otherwise provided herein
- l. Annual Base Rent means \$30,000.00. Rental rate will increase by CPI annually.
- m. Monthly Installment of Base Rent means \$2,500.00 for the first year and will increase by CPI annually.
- n. Security Deposit means \$2,500.00.
- o. Designated Use means general office.
- p. Applicable Laws means all statutes, codes, ordinances, administrative rules, regulations, and orders or directives of any governmental authority.
- q. Authorizer means Manistee Area Public Schools Board of Education ("MAPS").

r. Contract means the Charter Contract issued by MAPS to Tenant.

2. Premises. Landlord leases the Premises to Tenant. Tenant has inspected the Premises and is satisfied with their condition. Landlord must make reasonable efforts to deliver possession of the Premises on the Commencement Date. Landlord is not liable for damages for failure to deliver possession on the Commencement Date, and the validity of the Lease will not be impaired by such a failure.

3. Term. The Term of this Lease shall expire on June 30, 2023, unless the Contract is reauthorized by the Authorizer. If the Contract is reauthorized by the Authorizer, then the Term shall expire on June 30, 2028 or the termination date of the reauthorized Contract, whichever occurs earlier. The term commences on the Commencement Date and expires on the Termination Date, unless otherwise terminated. In the event the Contract is revoked, suspended, terminated, or expires by its terms and a new Contract is not issued by the Authorizer, this Lease Agreement and all obligations thereunder shall immediately terminate. In addition, Tenant may terminate this Lease, without cost or penalty to Tenant, in the event that Tenant is required to close a site covered by this Lease (i) pursuant to a notice issued by the Michigan Department of Education under Section 561 of the Code, MCL 380.561; or (ii) pursuant to a reconstitution by the Authorizer pursuant to Section 561 of the Code, MCL 380.561 and the Contract.

4. Rent. Beginning on the Commencement Date, Tenant will pay Landlord the Annual Base Rent. The Annual Base Rent will be paid by Monthly Installment of Base Rent, to the order of Landlord, in advance, on the first day of each calendar month, at Landlord's office or any other place that Landlord designates in writing. Any Monthly Installment of Base Rent that is not received within ten days after its due date will bear interest at 6%. If the Commencement Date is other than the first day of a calendar month, the Monthly Installment of Base Rent for the partial first calendar month of the Term will be prorated on a daily basis and paid on the Commencement Date.

5. Holding over. If Tenant remains in possession of the Premises after the Termination Date with the consent of Landlord, it will occupy the Premises as a holdover tenant on a month-to-month basis. Landlord may withhold its consent to holdover in its sole discretion. If Landlord consents to the holdover, Tenant is subject to all the covenants of this Lease to the extent they can be applied to a month-to-month tenancy, except that the Monthly Installment of Base Rent for each month of the holdover will be 150 percent of the Monthly Installment of Base Rent payable during the last month of the Term. This covenant does not preclude Landlord from recovering damages if Tenant fails to timely deliver possession of the Premises after termination of the holdover, nor does it establish any right to extend or renew the Term. If Tenant holds over after the expiration of the Term without Landlord's consent, Tenant is liable for all damages resulting from the holdover. It is expressly within the contemplation of the parties that such damages may include, to the extent permitted by law: (a) the reasonable rental value of the Premises; (b) any damages

arising from the loss of any sale, lease, or refinancing of the Premises; (c) any lost profits incurred by Landlord; and (d) any treble, double, or statutory damages allowed under the Applicable Laws.

6. Quiet enjoyment. Unless this Lease is terminated or Tenant is evicted in accord with Michigan law, Landlord will not disturb Tenant's quiet enjoyment of the Premises or unreasonably interfere with Tenant's Designated Use of the Premises. Tenant must permit Landlord to enter the Premises during regular business hours for the purpose of inspection or to show the Premises to prospective purchasers, mortgagees, and tenants.

7. Use of the Premises. The Premises will be used for the Designated Use and for no other purpose. Tenant will not use the Premises in any manner that violates the Applicable Laws.

8. Repairs and liens; utilities. Tenant must maintain the Premises in good repair to the reasonable satisfaction of Landlord, in a clean and safe condition, and in accord with Applicable Laws. Tenant's obligation includes any alterations to the Premises that may be required for the Premises and Designated Use to comply with the Americans with Disabilities Act of 1990. Tenant must keep the Premises free of construction or other liens. Tenant will hold Landlord harmless against any liens that are placed against the Premises, except those attributable to the acts of Landlord. If a lien is filed against the Premises as the result of any action undertaken by Tenant, Tenant must discharge the lien within Fifteen days after receiving notice of the lien. If Tenant fails to discharge the lien, Landlord may procure a discharge at Tenant's expense, which Tenant must pay immediately on demand from Landlord. Tenant is responsible for payment for the following utilities for the Premises: natural gas, electric, water and sewer, internet and phone.

9. Improvements and Alterations; Purchases. Tenant may make alterations to the interior of the Leased Premises at its own expense subject to Landlord's prior written approval which is not to be unreasonably withheld, provided that no structural damage results. Except as provided herein, all such alterations, additions and improvements shall become the property of the Landlord and remain upon and be surrendered with the Leased Premises; however, the Landlord may elect to require the Tenant to remove such improvements and alterations and restore the Leased Premises to like condition as when taken. Such election shall be exercised by the Landlord giving to the Tenant notice in writing not less than thirty (30) days following the expiration of the term of this Lease. The Tenant covenants and agrees that in the event such election is validly exercised it will at its expense remove such items and restore the Leased Premises to like condition as when taken. Fixtures purchased with the Tenant's funds are owned by Tenant. If Landlord procures equipment, materials and supplies at the request of or on behalf of Tenant, Landlord shall follow applicable competitive bidding laws and Landlord shall be prohibited from including any added fees or charges with the cost of equipment, materials and supplies purchased from

third parties (except that the Landlord may assess actual costs, such as taxes, shipping, permits, installation, or other similar expenses).

10. Assignment and subletting. Tenant must not assign this Lease or sublet the Premises without the prior consent of Landlord, which may be withheld in Landlord's sole discretion.

11. Security deposit. Within seven day of the Lease Date, Tenant must deposit the Security Deposit with Landlord. The Security Deposit will be used to secure Tenant's performance of this Lease. Landlord may commingle the Security Deposit with its own funds. If Tenant fails to pay Rent or otherwise commits a Breach, Landlord may apply all or part of the Security Deposit to make the payment or cure the Breach. Landlord's rights under this section are in addition to any other rights or remedies Landlord may have under the terms of this Lease or under Michigan law. If Landlord uses all or part of the Security Deposit, within Seven days after demand by Landlord, Tenant must pay Landlord sufficient funds to restore the Security Deposit to its original amount. Any unused portion of the Security Deposit must be returned to Tenant, without interest, within Thirty days of the later of (a) the termination of the Lease, (b) Tenant's surrender of the Premises, or (c) the return of the keys to Landlord.

12. Remedies. Breach means Tenant's failure to comply with any of the terms of this Lease. Material Breach means a Habitual Economic Breach or a Prolonged Uncured Breach. Habitual Economic Breach means Tenant's failure to pay Rent within seven days of its due date on three or more occasions during any 12-month period. Prolonged Uncured Breach means any Breach, including those regarding payment, that continues for one month following a demand for cure by Landlord. Time is of the essence in the definition of a Material Breach. Tenant acknowledges that (a) the time periods agreed on in this section are reasonable; and (b) by committing a Material Breach, Tenant will have denied Landlord of a substantial benefit of the bargain that Landlord reasonably expected to receive under this Lease.

Landlord has the power to terminate this Lease and evict Tenant upon the occurrence of a Material Breach. Landlord will exercise this power by the delivery of a notice of termination. The termination is effective immediately on delivery of the notice to Tenant. If Landlord terminates this Lease, Landlord is entitled to recover sums equal to the rent which would have been payable by Tenant had this Lease not so terminated, payable as specified herein until the expiration of the term of this Lease; provided that if lessor shall relet all or any part of the premises during said period, Landlord shall credit Tenant with the excess of the rents received from such reletting over the expenses of the termination of this Lease and of the reletting. In such event, Lessor shall make a good faith effort to relet the Premises. .

The remedies provided to Landlord under this Lease are cumulative, regarding both other remedies provided by the Lease and any remedies provided by law. Landlord and Tenant knowingly and voluntarily waive trial by jury in any action (a) to enforce this Lease; (b) to evict Tenant from the Premises; or (c) that is in any way related to the Lease, the Premises, or the relationship between Landlord and Tenant.

13. Surrender on termination. On termination, Tenant must promptly deliver all keys for the Premises to Landlord. Tenant must surrender the Premises broom clean and in the same condition as on the Lease Date, reasonable wear and tear excepted. Any damage to the Premises resulting from the removal of trade fixtures or other items of personal property must be repaired at Tenant's expense. Tenant must reimburse all expenses paid or incurred by Landlord in connection with repairing or restoring the Premises to the designated condition immediately upon demand. If the Premises have become damaged or destroyed by fire or another casualty, Tenant must restore them to the required condition, including any modifications required to comply with current codes and regulations. Tenant must remove its personal property and trade fixtures from the Premises immediately on termination. Tenant represents that it is Tenant's intention that all personal property and trade fixtures remaining on the Premises after termination are abandoned by Tenant. Landlord may sell, discard, or keep such personal property and trade fixtures as it deems appropriate in its sole discretion and in accordance with applicable law. Tenant must reimburse all expenses paid or incurred by Landlord in connection with removing Tenant's personal property and trade fixtures immediately upon demand.

14. Communications. All notices, demands, requests, consents, and communications required or provided under this Lease (Communications) must be in writing. Any Communications from Landlord to Tenant are deemed duly and sufficiently given if a copy has been: (a) personally delivered; (b) mailed by U.S. mail, postage prepaid; or (c) sent by professional delivery service to Tenant at the Tenant Notice Address or another address that Tenant has designated in writing. Any Communications from Tenant to Landlord are deemed duly and sufficiently given if delivered to Landlord in the same manner at the Landlord Notice Address or another address that Landlord has designated in writing. Communications sent by U.S. mail are deemed received on the next regular day for the delivery of mail after the day on which they were mailed.

15. Construction and interpretation. This Lease will be construed in accord with Michigan law. This Lease has been negotiated at arms length and carefully reviewed by both parties. This Lease is not to be construed against Landlord.

The use of the word *may* in describing the right of a party means that the party has the option, but not the obligation, to exercise that right. Furthermore, the exercise of the right is not deemed an election of remedies or a waiver of any other right or claim. The use of the words *include* and *including* is intended to be illustrative, not exhaustive.

This Lease merges all proposals, negotiations, representations, agreements, and understandings with respect to the Lease. There are no representations with respect to the condition of the Premises any other matter in any way related to the Premises or this Lease except as expressly set forth in this Lease. There are no damages within the contemplation of the parties except as expressly identified in this Lease. No rights, covenants, easements, or licenses may arise by implication. Reliance on any representation, omission, action, or inaction outside of this Lease is unreasonable and does not establish any rights or obligations on the part of either party. This Lease may only be modified or amended by a written document signed by Landlord and Tenant. There may be no oral modifications or amendments of this Lease, whether or not supported by consideration.

No endorsement or statement on any check or on any letter accompanying any check will be deemed an accord and satisfaction. Landlord may accept any check or payment without prejudice to Landlord's right to recover the balance of the amount due or to pursue any other remedy. Tenant acknowledges that the Annual Base Rent is a liquidated claim. Tenant waives any requirement that Landlord tender back funds as a condition to bringing an action to collect unpaid Annual Base Rent. No covenant or breach is intended to be waived unless a waiver is clearly expressed in a document (a) signed by the waiving party; (b) specifically identifying the covenant or breach; and (c) expressly stating that it is a waiver of the identified covenant or breach. The waiver of a covenant or breach is not construed as a continuing waiver of the same covenant or of any future breach. Consent by Landlord to any act requiring Landlord's consent does not constitute a waiver of the requirement of Landlord's consent with respect to any similar or subsequent act. Tenant is not entitled to surrender the Premises to avoid liability for Rent unless (a) an acceptance of the surrender is evidenced in a document signed by Landlord and (b) the document expressly states that it is the acceptance of a surrender. No action or inaction, other than as expressly provided in this section, may be construed as an acceptance of surrender by Landlord.

Notwithstanding anything to the contrary, Tenant's obligation to pay Rent is a material and independent covenant and is not subject to setoff, recoupment, or suspension. Notwithstanding anything to the contrary, Landlord has no obligation to mitigate any claim for Rent.

Time is of the essence with respect to both the definition of a Material Breach and the exercise of options, if any, within the Lease.

If any covenant of this Lease is invalid, illegal, or unenforceable, that covenant will be enforced to the fullest extent permitted by law, and the validity, legality, and enforceability of the remaining covenants will not in any way be affected or impaired.

No provision of this Lease shall be interpreted (a) to interfere with Tenant's Board of Directors' exercise of its statutory, contractual and fiduciary responsibilities governing the operation of Michigan Great Lakes Virtual Academy, or (b) to prohibit

Tenant's Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Michigan Open Meetings Act. Furthermore, nothing in this Lease shall be interpreted to restrict Tenant's Board from waiving its governmental immunity or to require Tenant's Board to assert, waive or not waive its governmental immunity. In addition, nothing in this Lease shall be interpreted to violate the Contract, whose provisions are controlling.

16. Termination. It is understood the Tenant is a cyber school whose Contract will be up for renewal in 2023. Should the Authorizer not reauthorize Tenant and issue a new Contract, this Lease shall terminate when the Contract expires by its terms.

17. Authorized and binding. Tenant and each person executing this Lease on its behalf warrant and represent to Landlord that (a) Tenant is validly organized, existing, and authorized to do business under Michigan law; (b) Tenant has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Tenant in accordance with its terms. Landlord and each person executing this Lease on its behalf warrant and represent to Tenant that (a) Landlord is validly organized, existing, and authorized to do business under Michigan law; (b) Landlord has full power and lawful authority to enter into this Lease; and (c) the execution of this Lease by the individual who has signed below is legally binding on Landlord in accordance with its terms. This Lease is binding on successors and assigns.

18. Hazardous Material. Tenant has no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to Tenant occupying the site. Such liabilities should be the responsibility of the Landlord. Landlord will indemnify Tenant for damages or litigation caused by the condition of the physical plant, if those damages or litigation are caused by the Landlord's use or prior use of hazardous material on the Premises.

19. Liability Insurance. During the Term, Tenant shall, at its own cost and expense, obtain and keep in force liability insurance of not less than \$1,000,000 aggregate on the premises. Such policy shall cover both Tenant and Landlord. Tenant shall provide certificates of such coverage as requested by Landlord.

LANDLORD: Briny Building, LLC

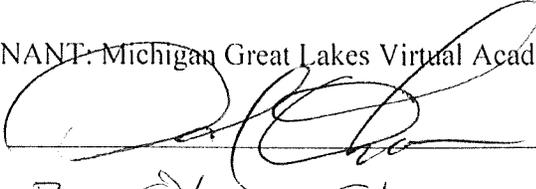
By Greta Miseikyte
Greta Miseikyte (Jun 22, 2022 12:19 EDT)

Its Greta Miseikyte

Managing Member

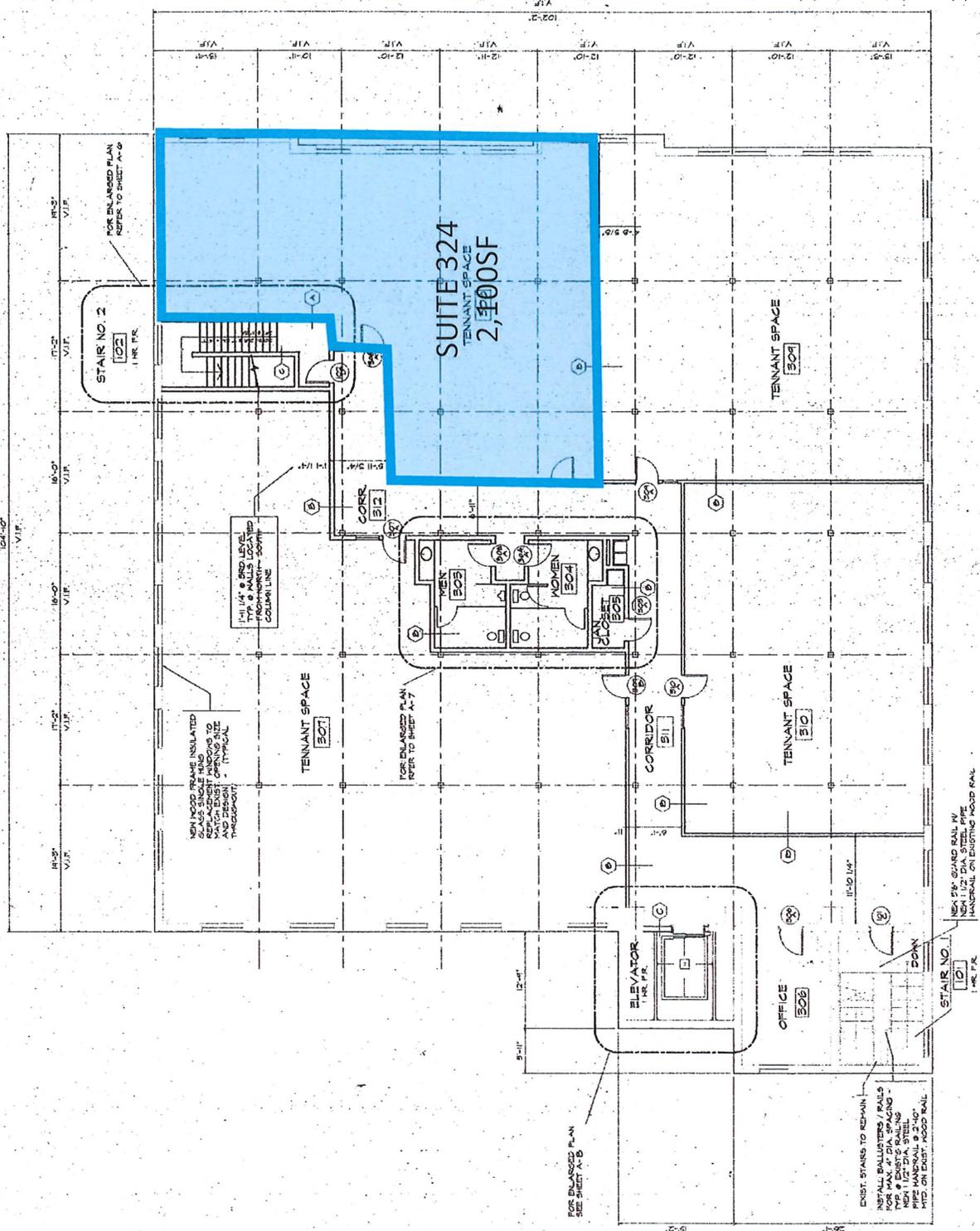
Dated: Jun 22, 2022

TENANT: Michigan Great Lakes Virtual Academy

By  _____

Its David Ohma, Chairperson _____

Dated: June 22, 2022 _____



CERTIFICATE OF OCCUPANCY

CITY OF MANISTEE

STATE OF MICHIGAN

This is to certify that the of the structure under the Certificate of Occupancy
number

OF1302

Issued by the Building Department, City of Manistee and have complied with the
requirements of the ordinance, permission is hereby granted to occupy the said
premises as set forth in the corresponding application under which the permits
were granted.

50 Filer Street, Suite 324

Gerstner Development

Signed in Manistee, Michigan

9/01/22



Mark W. Niesen
Building Inspector

NON-TRANSFERABLE