THIRD AMENDMENT TO CONTRACT TO CYBER SCHOOL

BETWEEN

MICHIGAN ONLINE SCHOOL
(CYBER SCHOOL)

AND

GOBLES PUBLIC SCHOOLS
(AUTHORIZING BODY)

This Third Amendment to Charter School Contract ("Amendment") is effective as of October 11, 2024 by and among the Gobles Public Schools Board of Education ("GPS Board"), the board of a Michigan general powers school district with a principal address of 409 N. State Street, Gobles, MI 49055, and Michigan Online Schools ("MOS"), a Michigan cyber school with a principal address of 209 S. State Street, Gobles, MI 49055.

In accordance with Section 9.1 of the Terms and Conditions of the Contract ("Contract") dated July 1, 2022, issued by GPS Board to MOS, the parties agree to the following:

A. The following Contract Schedule is amended:

1. Amend Schedule 6, Information to be Provided by Academy and Educational Management Company, to include the Third Amendment to the Management Agreement and Associated Schedules (Tab A).

B. The following Contract Schedule is amended:

1. Amend Schedule 7-3, Description of Staff Responsibilities, by adding the following position and description:
   i. Instructional Coach (Tab B)
   ii. Special Education Compliance Coordinator (Tab B)

2. Amend Schedule 7-3, Description of Staff Responsibilities, by amending the following positions and descriptions:
   i. Revise the description of Resource Counselor (Tab B)

The GPS Superintendent or designee will submit a copy of this Amendment No. 3 to the Charter Contract to the MDE PSAU within ten (10) days of execution by an authorized representative of each party.

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

MICHIGAN ONLINE SCHOOL

By: Joshua Sudbury (Oct 3, 2024 17:07 EDT)
Its: MOS President
Date: 03/10/24

GOBLES PUBLIC SCHOOLS
BOARD OF EDUCATION

By:
Its: Superintendent
Date: October 11, 2024

Third Amendment to the Charter Contract

Final Audit Report 2024-10-03

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Tab A

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THIRD AMENDMENT TO MANAGEMENT AGREEMENT

BETWEEN

ACCEL ONLINE MICHIGAN LLC AND MICHIGAN ONLINE SCHOOL

THIS THIRD AMENDMENT TO MANAGEMENT AGREEMENT (the "***Third Amendment***") between Accel Online Michigan LLC (the "***Manager***"), a Delaware limited liability company, and Michigan Online School (individually, the "***School***", and together with the Manager, the "***Parties***"), a Michigan school of excellence corporation organized under the direction of a board of directors, is dated 8/14/2024 _____, 2024.

WITNESSETH:

WHEREAS, the Parties entered into a Management Agreement with Effective Date of July 1, 2020, and Initial Term of July 1, 2020, through June 30, 2022 (the "***Agreement***");

WHEREAS, the Parties entered into a First Amendment to Management Agreement on July 1, 2022, wherein they agreed to a Renewal Term of July 1, 2022, through June 30, 2024;

WHEREAS, the Parties entered into a Second Amendment to Management Agreement on February 28, 2024, wherein Manager agreed to provide, and School agreed to pay for, Florida Virtual School FlexPoint curriculum; and

WHEREAS, the Parties desire to amend the Agreement and extend it for an additional Renewal Term, update the Fee Schedule and include Service Level Agreements.

NOW, THEREFORE, for good and valuable consideration including the mutual promises and benefits contained in this Third Amendment, the receipt and sufficiency of which are hereby acknowledged, the Agreement shall be amended as described herein.

1. Renewal Term. The School's Authorizer, Gobles Public Schools Board of Education, issued a Charter Contract with term that commenced on July 1, 2022, and continues through June 30, 2027. Pursuant to Section 2.2 of the Agreement, the Parties hereby enter into a Renewal Term of July 1, 2024, through June 30, 2026. If the School's Charter Contract issued by the Gobles Board of Education is suspended, revoked, or terminated, or a new Charter Contract is not issued prior to expiration of the current Charter Contract, this Agreement shall automatically terminate on the same date the current Charter Contract is suspended, revoked or terminated or expires, without further action of the Parties,

2. Service Fees. The Fee Schedule referenced as an attachment in Section 5 of the First Amendment regarding Service Fees shall be removed therefrom and replaced with the revised Fee Schedule attached to this Third Amendment as Exhibit A.

3. Service Level Agreements. The Manager agrees to provide certain Services in accordance with Service Level Agreements attached to this Third Amendment as Exhibit B.

4. All other terms and conditions of the Agreement and prior amendments not specifically amended or modified herein shall remain in full force and effect. All capitalized terms contained herein shall have the meanings attributed to them in the Agreement and prior amendments unless specifically otherwise defined herein.

- Signature page follows -

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IN WITNESS WHEREOF, the Parties have executed this Third Amendment by and through their duly authorized officers as of the date first written above.

By and on behalf of
ACCEL ONLINE MICHIGAN LLC

By: Signed by: Ron Packard 2CC4B9E0E900481...

Print Name: Ron Packard

Title: CEO and founder

By and on behalf of
MICHIGAN ONLINE SCHOOL

By: _____

Print Name: Joshua L. Sudbury

Title: President, MOS Board of Dir

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Exhibit A - ACCEL Online Michigan LLC SY 25-27 Fee Schedule		
Description	**Proposed Fee**	**Description**
Curriculum & Materials, AMP System, and Instructional Support Services	$1,400 per pupil per year - upfront fee of $300 and $110 billed monthly, over a maximum of 10 months	Curriculum including Core, Elective, Career/Technical, and Advanced Placement (AP) Courses; Balanced assessment system; AMP System including SIS, LMS, in course email and schoolwide communication system; Web Conference technology integrated into AMP; Any online and physical textbooks/materials, with the exception of those for AP courses; Teacher Professional Development
Florida Virtual School FlexPoint Curriculum	$185 per user per year	Optional core curriculum (ELA, Math, Science, History) that can be used for grades 6-12 in place of the standard ACCEL offering
Student Technology Assistance Services	$155 per year - upfront fee of $55 and $10 per month over a maximum of 10 months	Telephone, Live Chat, Web Form, Email access to Support Agents; Monitor help desk queues during support hours of 8:00 am – 8:00 pm EST/EDT; Multilingual English/Spanish support options; Support tickets will be addressed within the parameters of the SLA for that priority; Major incident management will assure effective communications of issue status and resolution; Coordination with secondary support teams (e.g. network operations, systems engineering) as required; Scheduled recurring onboarding webinars for new students to assist with school start; Management of self-help AMP support and resources website with access to online help documents and videos for parents/guardians/students
Enrollment Processing	$110 per pupil (gross new only) - upfront fee	Assist parents/guardians of new students with the school enrollment process
Community Outreach, School Website	Flat fee of $375,000 annually (12 months) invoiced in 12 equal monthly payments	Provide marketing plan and implementation; provide oversight of school public website. This includes recruitment materials, information sessions, school branding, website development, recruitment campaigns, management of returning student re-enrollment, and management and incorporation of feedback on the program
Student Computers & Fulfillment Cost	$350 per leased device per active user per year; $50 upfront fee an $30 per month for 10 months	Fee includes: Logistics, purchasing, warehousing, and fulfillment service for student device distribution; Set-up, configuration, and device provisioning; Shipment, maintenance, repair, reclamation and refurbishment for the life of the device; Software and virus protection for device, as needed
School Operations and Business Support Services	14.5% of Total Revenue, billed monthly based on revenue received	Accel Management Services including : Human Resource generalist support, School Leadership Support and Development, Accreditation Support, External Reporting Support, State Testing Support, Legal, Board Relations, Staff Tech. Support, Special Education Support, Gifted Program Support, Homeless and Migrant Services Support, School Counseling and Family Support, Accessibility Support, ELL Support, Additional recruiting fees if needed, School Budgeting & Planning, Pupil Accounting, Federal Programs & Compliance Support, Student ISP Stipend Administration, Procurement, Audit Support (as needed), Insurance/Risk Mgt. Support, Facility Support, Records Security and Mgt

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Exhibit B - ACCEL Online Service Level Agreements

Curriculum & Materials, AMP System, and Instructional Support Services	**K-5 Core Content:** For the core subjects of Math, ELA, Science, and History, every course must cover a minimum of 80% of the MDE Academic Standards for the corresponding grade and subject. ACCEL will provide evidence to the School Board of course content alignment, per the requirements stated here, to MDE Academic Standards on or before the first full school day for each calendar year. https://www.michigan.gov/mde/services/academic-standards For the 2024-25 school year, gaps in standards coverage will be covered by supplemental offerings made available to teachers. For the 2025-26 school year, if the MOS Board wants Accel to embed additional content into Accel's courses to reduce the need for teachers to assign the provided supplemental content, the MOS Board, the Accel staff assigned to MOS, and Accel Curriculum Team will engage in discussions by October 31, 2024, on requirements. **K-12 Elective Content:** Accel will make available to the MOS Board all available elective alignments in the subject areas of Arts, CTE, Computer Science, Health, Personal Finance, and World Languages. For courses where alignments to MDE standards do not currently exist from the vendor, Accel will request from the vendor that these alignments are completed. Accel will provide bi-monthly updates to the MOS Board on the status and of in-process alignments and provide said alignments to the MOS Board as soon as they are completed. Working with the Accel staff assigned to MOS, MOS may make decisions on elective course offerings for the school based on the percent alignment to MDE standards of the elective courses. Should the MOS Board decide that only electives courses that are more than 80% aligned to MDE standards be offered by the school, Accel will work with the MOS Board to prioritize the identification of elective course offerings that meet this requirement.
Florida Virtual School FlexPoint Curriculum	Fee is paid for any student in Grades 6-12 who is assigned the FlexPoint Curriculum and who is active in the curriculum for more than 10 days or who completes at least 15% of one or more courses.

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Student Technology Assistance Services	Accel will measure effectiveness of student technology support using the following two indicators: 1) <u>Resolution Time</u> Tickets, regardless of source, will be prioritized and worked based on the severity of the issue. High priority issues should be reported via phone or live chat for fastest resolution. Priority 1: Description: Issue that impacts the entire school for which there is no work-around (i.e., entire school is unable to function). Initial Response: Within 15 minutes Resolution Activities: Efforts continue non-stop, 24 x 7, until issue is resolved Update Cadence: Every 2 hours or other agreed upon milestone Priority 2: Description: Issue that impacts a core function of the school (i.e., entire school is hampered). Initial Response: Within 1 hour Resolution Activities: Efforts continue until resolved during business hours Update Cadence: End of business day until resolved Priority 3: Description: Issue that impacts a single user or non-core function of the school (i.e., student is unable to function). Initial Response: Within same business day Resolution Activities: Efforts continue until resolved during business hours Update Cadence: Varies based on ticket Priority 4: Description: Issue that impacts a single user (i.e., student is hampered). Initial Response: Within 2 business days Resolution Activities: Efforts continue until resolved during business hours Update Cadence: Varies based on ticket Accel will report on ticket data weekly, with bi-monthly reports at regularly scheduled board meetings. Such reporting will include the following metrics: total number of tickets opened in the prior period, priority distribution of tickets, resolution time for tickets based on priority.

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	2) Inbound Call Answer Rate Description: The Inbound Call Answer Rate measures the timeliness of the help desk answering inbound phone calls and help chats. Inbound calls and chats will be answered within two (2) minutes of being connected to Accel's or the vendor's Interactive Voice Response (IVR) or other automated answering device during the months of November through July. For the months of August through October, calls and chats will be answered within five (5) minutes of being connected to Accel's or the vendor's systems. Calculation: Total number of inbound calls answered within two (2) or five (5) minutes, depending on month, of being connected to Accel's or the vendor's IVR or other automated device divided by total number of Help Desk calls with the result expressed as a percentage. Target: 95% Minimum: 85% Measured: Monthly; reported bi-monthly at regularly scheduled board meetings.
Enrollment Processing	Fee is paid for all new enrollments that are verified by the Accel enrollment team for enrollment into MOS. Enrollments are verified when they meet all requirements for a student enrollment in the state of Michigan, including the submission of proof of identity, proof of guardianship, proof of residency, and immunization records. Additionally, for Kindergarten enrollment, a health screening is required.
Community Outreach, School Website	Accel will provide written documentation of Accel's marketing activities on the following schedule: **Quarterly at scheduled board meetings:** Marketing plan, campaign strategies, and corresponding dates for marketing activities **Bi-Monthly at scheduled board meetings:** An itemized list of services and deliverables with quantities/units for: website management, social media posts, recruitment materials, information session delivery, graphic development, video development, radio/television/billboard/print media advertising, marketing statistical results
Student Computers & Fulfillment Cost	Students will receive computers before the date they are scheduled to begin school, provided that students are verified prior to the publicized cohort deadline. Should the school choose to enroll a student past the deadline and have a computer delivered before the student starts school, expedited shipping must be approved by the MOS Head of School or Operations Manager. In the case of a currently enrolled student with a broken computer, a replacement computer will be shipped no later than three full business days after the computer is determined to be broken by Accel technical support. If there are extenuating circumstances that require the school to approve the computer replacement, a replacement computer will be shipped no later than three full business days after the school approves the replacement.

Tab B

Instructional Coach

The Instructional Coach is student-driven and effectively advises teachers on the improvement and effectiveness of virtual instruction in conformity with the school's philosophy and policies, all regulatory requirements, and sound instructional and administrative practice. The Instructional Coach motivates teachers to achieve their goals, as well as other targets on the school's continuous improvement and contract goals.

****Michigan Residency Required****

Responsibilities

- Focus on effective delivery of asynchronous instruction.
- Support teachers and administrators in using data to improve instruction on all levels.
- Facilitate professional development targeted topics based on targeted needs and current best practice virtual teaching strategies and technology.
- Develop coaching plans for teachers to ensure student improvement.
- Utilize Adult Learning Theory to motivate adult learners to improve professional practice.
- Model effective virtual synchronous and asynchronous lessons in classrooms.
- Support the instructional development of all teachers in understanding the curriculum and varied assessments, the Framework for Teaching, individualized learning plans, co-teaching, and data analysis.
- Establish strong, trusting relationships with teachers to create an environment where they feel comfortable seeking support and feedback.
- Provide direction and coordination for how the curriculum is taught consistent with District initiatives and recognized best instructional practices.
- Assist teachers with resources, materials, tools, information, etc. to support classroom instruction and planning, including new resources.
- Help teachers analyze student performance data to inform instructional strategies and interventions.
- Support the integration of technology into the classroom, providing training on new tools and strategies for leveraging tech to enhance learning.
- Assist teachers with planning and pacing of lessons, the development of differentiated lessons, and the selection of best practices to meet the needs of their students.
- Promote self-reflection among teachers by guiding them in analysis and continuous improvement of their teaching practices and outcomes.
- Foster virtual communities where teachers can share experiences, strategies, and support one another.
- Support teachers by helping with the —strategic how of teaching -- share multiple instructional strategies/processes with teachers during planning times.
- Informally observe (non-evaluative) lessons and provide feedback for a teacher's professional growth and students' success.
- Tailor training and resources to meet individual teachers' needs, addressing specific areas for growth and aligning with their teaching styles.
- Develop instructional rounds with teachers to support peer learning of effective virtual instructional practices.
- Maintain an instructional coaching teacher course with resources and examples for teachers.

- Keep up-to-date with the latest educational research, trends, and technologies to provide relevant and innovative support.
- Participate with the continuous improvement team to set specific, measurable goals for student achievement and instructional quality. Align coaching efforts with these goals to ensure a cohesive approach.
- Contribute to the development of systems and structures to improve teacher practice within schools.

Skills/Qualifications

- Bachelors' degree
- Michigan Residency required
- Teaching certification required (Michigan certification preferred)
- Virtual teaching experience with highly effective evaluation ratings required
- Virtual instructional coaching experience preferred
- Prior experience using different Learning Management Systems required
- Experience building or designing curriculum preferred
- Prior experience in customer service including interpreting and explaining complex instructions
- Prior experience working in a diverse setting
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications
- Ability to learn new technologies and acquire new skills through independent study, professional training, and from more senior team members
- Excellent written and verbal communication skills that always reflect professionalism and tact
- Strong ability to gather, analyze, and interpret student data to make sound decisions
- Ability to problem solve in a thoughtful and analytic manner
- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality
- Ability to pass federal, state and local background checks

Special Education Compliance Coordinator

In collaboration with the Leadership team, Special Education registrar, and other MOS staff, the Compliance Coordinator will lead compliance monitoring (document quality, timelines, data collection, reporting), support professional development and technical assistance on compliance, and support staff with compliance. In addition, the Special Education Compliance Coordinator supports appropriate programming for transferring students in conjunction with the Enrollment Team, Leadership Team, students' documents, and students' needs. Assists in gathering student data required for reporting. Makes and implements student centered decisions in accordance with all state laws and regulations and MOS procedures and policies. This is a virtual position, but some in-person work will be required throughout the year.

Responsibilities:

- Maintain accurate records of special education services, IEPs, evaluations, and compliance documentation.
- Stay informed about federal, state, and local laws and regulations related to special education.
- Attend relevant trainings offered by county agencies and the department of education to stay current on regulations and best practices
- Develop and facilitate professional development and training on varied Special Education compliance
- Conduct regular audits and reviews to ensure compliance with special education policies and procedures
- Coordinate with the Enrollment team, manager and registrar to understand volume and needs of newly enrolling Special Education students
- Gather existing documentation, and collaborate with the Leadership Team and Special Education Team to assign students to caseloads
- Coordinate and assign accommodations with the State Testing Coordinator and Operations Team
- Provide on-site support at state testing sites
- Review all Special Education documents, including IEPs, for compliance and quality and provide timely feedback and coaching to Special Education teachers prior to IEP meetings
- Act as district representative at IEP meetings
- Assist Special Education teachers with compliance communications as needed
- Monitor Special Education staff compliance with timelines and data collection
- Use data to inform decision-making and improve services for students with disabilities.
- Partner with Special Education staff during IEP meetings and provide feedback regarding compliance with IEPs
- Partner with Principals to ensure communication and consistency in general education and Special Education programming
- Collaborate with Operations Manager, and State Reporting Specialist to gather/enter all needed data into school, state and federal systems
- Participate in trainings and meetings held by the ACCEL Special Education team
- Contribute to policies and procedures
- Perform all other job duties as assigned.

Skills/Qualifications:

- Bachelor's degree in special education, master's degree preferred
- Current Michigan Special Education Teacher Certificate/ Experience as a Coordinator or Administrator preferred
- Strong understanding of federal and state laws governing special education (e.g., IDEA, ADA).
- Proficiency in Microsoft Office and Google Suite Products
- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality
- Knowledge of the philosophies, objectives, and techniques in the field of special education
- Communication skills – ability to express ideas clearly and concisely, in writing and verbally
- Ability to maintain records, and prepare reports and correspondence related to the work
- Interpersonal skills – cooperative, courteous, flexible, good natured, and concerned with being helpful and making a good impression and to represent Michigan Online School and Accel Schools in a positive manner
- Effective work skills – conscientious, persistent, resourceful, productive, active, and able to develop effective working relationships
- Basic Math skills
- Technology skills – must have essential technology skills, i.e. skilled at using PC computer, laptop, communication devices/technology and other software
- Experience in working on a network using window programs such as Microsoft Office (Word, Excel, PowerPoint, etc.)
- Ability to learn and utilize new software programs as systems are upgraded and acquire new skills through independent study, professional training, and from team members
- Ability to work in a diverse environment with regular change and continuous improvement
- Ability to work in a confidential, honest, and loyal manner
- Ability to work both independently and as a member of a team
- Ability to organize assigned tasks for maximum efficiency
- Demonstrated leadership and management ability
- Excellent written and oral communication skills
- Ability to work well under pressure, effectively prioritizing and executing tasks to meet deadlines consistently
- Ability to pass federal and state criminal background checks

Resource Counselor Job Description

The Resource Counselor supports overall student success by partnering with staff members, families, and community partners to identify and mitigate barriers to learning. Proactive and preventative services are accessed to connect families, and students to local, state, and federal resources.

RESPONSIBILTIES

- Work closely with Teachers, Administrators, Guidance Counselors, and Success Coaches, to identify external barriers to student learning and connect families and students to resources to address those barriers
- Facilitate intervention meetings with all appropriate stakeholders when students and families have complex needs that involve coordination of internal and external services
- Act as school liaison for contact with outside agencies such as Social Security, Children Youth and Family Services, Foster Care Services, Adjudication Facilities
- Serve as the subject matter and policy expert on education of homeless youth and all McKinney Vento requirements
- Create and manage a referral process for services
- Ability to pass required background check
- Performs all other job duties as assigned

QUALIFICATIONS

- Master's degree in social work or related social service field preferred, or current enrollment in a related Master's program.
- One (1) year of documented social work field experience.
- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 10% of the time
- Ability to attend and participate in, in-person State Testing.
- Ability to pass required background check
- Background working in education
- Proficiency in Microsoft Office and Google Suite Products
- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality.
- Demonstrates a reliable, dependable, and trustworthy work ethic
- Ability to manage difficult or emotional situations
- Ability to make sound judgments after all available information has been gathered or communicated.
- Demonstrates a mature attitude and insight into matters affecting department, self and / or school welfare.

- Excellent written and oral communication skills.
- Ability to work well under pressure, effectively prioritizing and executing tasks to meet deadlines consistently.
- Customer service oriented
- Ability to learn new technologies and acquire new skills through independent study, professional training, and from more senior team members.
- Ability to work independently and contribute to a team.
- Ability to pass federal and state criminal background checks