TO BE COMPLETED BY MICHIGAN DEPARTMENT OF EDUCATION PUBLIC SCHOOL ACADEMY UNIT	
Date Received by MDE	Academy District/Building Codes

CONSOLIDATED PUBLIC SCHOOL ACADEMY (ALL TYPES) CONTRACT CHECKLIST

Effective on 2/4/2014

All information on this page is necessary to be eligible for State Aid and to complete the Educational Entity Master

AUTHORIZER INFORMATION

Name of Authorizing Body:	Federal Employer ID# of Authorizing Body:	
Gobles Public Schools Board of Education	E38-6003982	
Contact Person:	**Phone:**	**Email:**
Superintendent Jeffrey Rehlander	269-628-9390	jeffery.rehlander@gobles.org

TYPE OF AUTHORIZING BODY:
☐ State Public University ☐ Community College ☐ Intermediate School District ☒ Local School District/Local Education Agency ☐ Interlocal Agreement Entity

PSA ADMINISTRATIVE OFFICE

Academy Name:	Contract Effective Dates:	
Michigan Online School (MOS)	07/01/2022 to 06/30/2027 (5 yrs)	
State Corporate ID #:	**Federal Employer ID#:**	**Data Universal Numbering System (DUNS)**
802004791	82-1779250	08-07-1-0235

TYPE OF ACADEMY (check only one)

Chartered under Part 6a:
☐ Public School Academy (MCL 380.501 et seq.)
☐ PSA Replacement from Conversion to 6E (MCL 380.502a(e))

Chartered under Part 6c:
☐ Urban High School Academy (MCL 380.521 et seq.)

Chartered under Part 6e:
☐ Replication of H.P. School/Program (MCL 380.552(1))
☒ Cyber School (MCL 380.552(2))
☐ Conversion to a School of Excellence (MCL 380.552(3))

Chartered under 1311b et seq.:
☐ Strict Discipline Academy (MCL 380.1311b et seq.)

Proposed Enrollment: 1500	Grades to Start Academy: 6-12	Number of School Days: 180	SCHOOL CALENDAR
Free/Reduced Eligible: 60%	Grades Authorized: K-12	Instructional Hours: 1098	First Day: 09/06/2022 Last Day: 06/15/2023

Expansion comments, when applicable: Expanding to include K-5 beginning 2022-2023

PSA Administrative Office Address:	City:	Zip Code:	Website URL:
209 and 211 S. State Street, PO Box 408	Gobles	49055	www.michiganonlineschool.com
Contact Person:	**Position:**	**Phone:** 269-888-3073 Fax: 269-266-3463	**E-Mail:**
Stephanie Hargens	Superintendent		shargens@michiganonlineschool.com
County Name:	**Intermediate School District:**	**Local School District:**	
Van Buren	Van Buren Intermediate School District	Gobles Public Schools	
Educational Service Provider:	**Address:**	**City:**	**State:**	**Zip Code:**
Accel Schools	4700 Rockside Road	Independence	OH	44131

PSA BOARD PRESIDENT INFORMATION

Board President Name:	Phone:	E-mail:	
Ellen McGahey	313-598-4984	Mcgahey.ellen@gmail.com	
Address:	**City:**	**Zip Code:**	
209 S. State Street, PO Box 408	Gobles	49055	

MAIN SITE			
Academy Name:			
Address:		City:	Zip Code:
Contact Person:	Position:	Phone: Fax:	E-Mail:
County Name:	Intermediate School District:	Local School District:	Grade Configuration:
DELEG/LARA Certificate of Use and Occupancy: ☐ (Final) Date Issued:		☐ (Temporary) No.:	Expiration Date:

SITE 2			
Academy Name:			
Address:		City:	Zip Code:
Contact Person:	Position:	Phone: Fax:	E-Mail:
County Name:	Intermediate School District:	Local School District:	Grade Configuration:
DELEG/LARA Certificate of Use and Occupancy: ☐ (Final) Date Issued:		☐ (Temporary) No.:	Expiration Date:

SITE 3			
Academy Name:			
Address:		City:	Zip Code:
Contact Person:	Position:	Phone: Fax:	E-Mail:
County Name:	Intermediate School District:	Local School District:	Grade Configuration:
DELEG/LARA Certificate of Use and Occupancy: ☐ (Final) Date Issued:		☐ (Temporary) No.:	Expiration Date:

SITE 4			
Academy Name:			
Address:		City:	Zip Code:
Contact Person:	Position:	Phone: Fax:	E-Mail:
County Name:	Intermediate School District:	Local School District:	Grade Configuration:
DELEG/LARA Certificate of Use and Occupancy: ☐ (Final) Date Issued:		☐ (Temporary) No.:	Expiration Date:

Attach additional pages for additional sites, if necessary.

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
1	Authorizing body to submit **contract** to state within 10 days of issuance **Date Issued: 06/20/22** **Date Received @ MDE:** **# Days:**	**All Academies** Part 6a: 503(4) Part 6c: 528(1)(b) Part 6e: 561(1)(b) 1311b et seq: 1311e(3)		
Applicant Information				
2	• Identification of the **person or entity** applying for the contract.	**All Academies** Part 6a: 502(3)(a) Part 6c: 522(4)(a) Part 6e: 552(7)(a) 1311b et seq: 1311d(3)(a)	Passim	
3	• Indication that the "entity" applying for the contract is a nonprofit corporation that has been granted **509(a) tax-exempt** status.	**USHAs** Part 6c: 521(2)(e)	N/A	
4	• Indication of the state **Superintendent of Public Instruction approval** of Academy as a replication of a high-performing school or program.	**H.P. School/Program** Part 6e: 552(1(a)	N/A	
5	• Indication that the "entity" applying for the contract demonstrates experience in delivering a quality education program that improves academic achievement. In determining whether this requirement is met, an authorizing body shall refer to the standards for quality online learning established by the national association of charter school authorizers or other similar nationally recognized standards for quality online learning.	**Cyber Schools** Part 6e: 552(2)(c)		
6	• Indication that the Public School Academy chartered under Part 6a meets the **eligibility criteria to be re-chartered as a School of Excellence (SOE)**, as provided for by law.	**Conversion of PSA to SOE** Part 6e: 552(3); 552(4)	N/A	
Academy Organization and Incorporation				
7	**Authorizing Body's Contract Issuance Resolution** adopted by authorizing body, including: **Adopted: May 23, 2022** **Effective Date: July 1, 2022**	**All Academies** Part 6a: 502(3)(b); 503(5) Part 6c: 522(4)(b); 528(1)(c) Part 6e:552(7)(b); 553(4) 1311b et seq: 1311d(3)(b); 1311e(4); 1311(5)(d)	T&C (§1.1(g)) Schedule 1	
8	• Board of Directors **names and description of qualifications**, as applicable.	**All Academies** Part 6a: 502(3)(b); 503(6)(d) Part 6c: 522(4)(b) Part 6e: 552(7)(b); 561(1)(c) 1311b et seq: 1311d(3)(b); 1311e(4)(5)(d)	T&C (§1.1(b)) Schedule 1 (Method of Selection & Reauth'n Resolutions) Schedule 7-9 (Governance Structure)	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
9	• **Method of appointment** or selection of members of the Board of Directors.	**All Academies** Part 6a: 503(5) Part 6c: 528(1)(c) Part 6e: 553(4); 561(1)(c) 1311b et seq: 1311d(3)(b); 1311e(4); 1311(5)(d)	Schedule 1 (Resolution)	
10	• **Number of members** of the Board of Directors.	**All Academies** Part 6a: 503(5) Part 6c: 528(1)(c) Part 6e: 553(4); 561(1)(c) 1311b et seq: 1311e(4); 1311(5)(d)	Schedule 1 (Resolution) Schedule 7-9 (Governance Structure)	
11	• **Length of term of members** of the Board of Directors.	**All Academies** Part 6a: 503(5) Part 6c: 528(1)(c) Part 6e: 553(4); 561(1)(c) 1311b et seq: 1311e(4); 1311(5)(d)	Schedule 1 (Resolution)	
12	• **Citizenship of members** of the Board of Directors.	**All Academies** Part 6a: 503(5) Part 6c: 528(1)(c) Part 6e: 553(4)	Schedule 1 (Resolution)	
13	**Articles of Incorporation as a Michigan Nonprofit Corporation** File Date: June 9, 2022 State Corp. ID #: 802004791	**All Academies** Part 6a: 502(3)(c) Part 6c: 522(4)(c) Part 6e: 552(7)(c) 1311b et seq:1311d(3)(c); 1311d(5)(d)	Schedule 2	
14	• **Name** of Academy. Michigan Online School	**All Academies** Part 6a: 502(3)(c)(i) Part 6c: 522(4)(c)(i) Part 6e: 552(7)(c)(i) 1311b et seq: 1311d(3)(c)(i)	T&C (Cover and §1.1) Schedule 1 (Resolutions) Schedule 2 (Arts of Inc) Schedule 3 (Bylaws) Passim	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
15	• **Purpose** of Academy & pursuant to applicable law that the Academy is a governmental entity of the state.	**All Academies** Part 6a: 502(3)(c)(ii) Part 6c: 522(4)(c)(ii) Part 6e: 552(7)(c)(ii) 1311b et seq: 1311d(3)(c)(ii)	T&C (Art.III and §4.1) Schedule 2 (Arts of Inc)	
16	**Academy bylaws.**	**All Academies** Part 6a: 502(3)(d) Part 6c: 522(4)(d) Part 6e: 552(7)(d) 1311b et seq:1311d(3)(d)	Schedule 3	
Fiscal Agent				
17	Designation of **fiscal agent.**	**All Academies** Part 6a: 507(3) Part 6c: 528(3) Part 6e:561(3) 1311b et seq: 1311l(1)	T&C (§2.4) Schedule 4	
18	**Duties** of fiscal agent.	**All Academies** Part 6a: 507(3) Part 6c: 528(3) Part 6e:561(3) 1311b et seq: 1311l(1)	T&C (§2.4) Schedule 4	
19	Authorizer **administrative fee** of up to 3% of total State Aid.	**All Academies** Part 6a: 502(6) Part 6c: 522(7) Part 6e: 552(10) 1311b et seq: 1311d(6)	T&C (§2.3) Schedule 5 (Oversight Agreement)	
Compliance with Applicable Law and Disclosure of Public Information				
20	Prohibition on the Academy charging **tuition**.	**All Academies** Part 6a: 504(2) Part 6c: 524(2) Part 6e: 556(2) 1311b et seq: 1311g(2)	T&C (§7.1)	
21	To the extent disqualified under law, a prohibition from Academy being organized by church or other **religious** organization and having organizational or contractual affiliation with or constitute a church or other religious organization.	**All Academies** Part 6a: 502(1); 1217 Part 6c: 522(1); 1217 Part 6e: 552(5); 1217 1311b et seq:1311d(1); 1217	T&C (§6.13)	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
22	Certification/Agreement signed by an authorized member of the Academy Board stating they **will comply with the contract and all applicable law**.	**All Academies** Part 6a: 503(6)(i) Part 6c: 523(2)(d) Part 6e: 553(5)(h) 1311d:1311d(3)(h)	T&C (Art. VIII and signature block)	
23	The methods by which the Academy will be **held accountable**.	**All Academies** Part 6a: 503(6)(a) Part 6c: 523(2)(a) Part 6e: 553(5)(a) 1311b et seq: 1311e(5)(a)	Schedule 5 (Oversight Agreement and MCRR) Schedule 7.4 (Methods of Accountability and Pupil Assessment)	
24	Description of method to be used to monitor the Academy's compliance with **applicable law** and its performance in meeting its targeted **educational objectives.**	**All Academies** Part 6a: 503(6)(b) Part 6c: 523(2)(b) Part 6e:553(5)(b) 1311b et seq: 1311e(5)(b)	T&C (§2.2) Schedule 5 (Oversight Agreement and MCRR)	
25	Requirement that all Academy property must be **insured.**	**All Academies** Part 6a: 1269 Part 6c: 523(2)(k)(vi); 1269 Part 6e: 553(5)(l)(vi); 1269 1311b et seq: 1269	T&C (§11.4)	
26	Requirement & procedure for **annual CPA financial audit** in accordance with generally accepted governmental auditing principles.	**All Academies** Part 6a: 503(6)(g) Part 6c: 523(2)(g) Part 6e: 553(5)(h) 1311b et seq: 1311e(5)(h)	T&C (§6.10)	
27	Length of **contract term** and standards for reauthorization.	**All Academies** Part 6a: 503(6)(h) Part 6c:522(3); 523(2)(p) Part 6e: 561(4) 1311b et seq: 1311e(5)(i)	T&C (§2.8 and §12.14)	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
28	Description of the process for **amending the contract** during the term of the contract.	**All Academies** Part 6a: 503(6)(c) Part 6c: 523(2)(c) Part 6e: 553(5)(c) 1311b et seq: 1311e(5)(c)	T&C (Art. IX)	
29	Requirement that the Academy Board shall **make information about its operation and management** available to the public and authorizing body.	**All Academies** Part 6a: 503(6)(l) Part 6c: 523(2)(j) Part 6e: 553(5)(k) 1311b et seq: 1311e(7)(f)	T&C (§11.17) Schedule 6	
30	Requirement that the Board of Directors of a Public School Academy (including Cyber Schools) that operates an online or other distance learning program shall submit a monthly report to MDE, in a form and manner prescribed by MDE, that reports the number of pupils enrolled in the online or distance learning program, during the immediately preceding month.	**All Academies** Part 6e: 552(20)	T&C (§6.7)	
31	Requirement that the Academy Board shall collect, maintain and make available to the public and authorizing body **information concerning the operation and management** of the Academy, as provided for by law.	**All Academies** Part 6a: 503(6)(m) Part 6c: 523(2)(k) Part 6e:553(5)(l) 1311b et seq: 1311e(7)(f)	T&C (§11.17) Schedule 6	
32	Requirement that the Board shall report to the authorizing body a current list of teachers and school administrators working at the Academy that includes their individual salaries.	**All Academies** Part 6a: 503(6)(m)(iv) Part 6c: 523(2)(k)(iv) Part 6e:553(5)(l)(iv) 1311b et seq: 1311e(7)(f)	Schedule 6	
33	Statement that Academy shall **comply with all applicable law.**	**All Academies** Part 6a: 503(7); MCL 15.322 Part 6c: 523(3); 528(1)(d) Part 6e: 552(7)(h); 553(6) 1311b et seq: 1311d(3)(h); 1311e(6)	T&C (Art. VIII and Signature block Certification)	
34	Statement that Academy Board shall ensure compliance with the requirements of **1968 PA 317**, MCL. 15.321 to 15.330.	**All Academies** Part 6a: 503(6)(j) Part 6c: 523(2)(h) Part 6e:553(5)(i) 1311b et seq: 1311e(7)(f)	T&C (§11.13)	
Academy Governance, Operation, and Educational Program				

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
35	**Governance** structure of the Academy.	**All Academies** Part 6a: 503(6)(d) Part 6c: 522(4)(e)(i) Part 6e: 552(7)(e)(i) 1311b et seq: 1311d(3)(e)(i); 1311e(5)(d); 1311d(3)(v)(f)	T&C (§6.1) Schedule 1 (Method of Selection Res.) Schedule 3 (Bylaws) Schedule 7-9 (Governance Structure)	
36	The role of the **contract administrator** of the Academy, if applicable.	**USHAs** Part 6c: 529(c)	N/A	
37	Educational goals **of the Academy that include demonstrated improved pupil academic achievement for all groups of pupils.**	**All Academies** Part 6a: 502(3)(e)(ii); 503(6)(a) Part 6c: 522(4)(e)(ii); 523(2)(a) Part 6e: 552(7)(e)(ii); 553(5)(a) 1311b et seq:1311d(3)(e)(ii); 1311e(5)(a)	T&C (§6.1) Schedule 7-1	
38	**Curricula** offered at the Academy. This section must contain the entire curriculum.	**All Academies** Part 6a: 502(3)(e)(ii) Part 6c: 522(4)(e)(ii) Part 6e: 552(7)(e)(ii) 1311b et seq: 1311d(3)(e)(ii); 1311e(5)(d)	T&C (§6.4) Schedule 7-2	
39	**Methods of pupil assessment** at the Academy (MEAP and MME, as applicable, as a minimum).	**All Academies** Part 6a: 503(6)(a) Part 6c: 522(4)(c)(ii); 523(2)(a) Part 6e: 552(7)(e)(ii); 553(5)(a) 1311b et seq: 1311d(3)(e)(ii); 1311e(5)(a)	T&C (§6.5) Schedule 7-4	
40	**Student admission policy, criteria** and **enrollment process,** as applicable per type of academy.	**All Academies** Part 6a: 503(6)(d) Part 6c: 522(4)(e)(iii); 523(2)(m); 528(1)(g) Part 6e: 552(7)(e)(iii); 553(5)(o); 561(1)(g) 1311b et seq: 1311d(3)(e)(ii); 1311e(5)(d)	T&C (§6.7) Schedule 7-5	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
41	**Matriculation agreement,** if applicable.	**All PSAs; All SOEs** 20 U.S.C. 7221i(1)(k) Part 6a:504(4)(b) Part 6e: 556(4)(b)	T&C (§6.14) Schedule 7-10 (Placeholder)	
42	**School calendar** and **school day** schedule.	**All Academies, except Cyber Schools** Part 6a: 502(3)(e)(iv) Part 6c: 522(4)(e)(iv) Part 6e: 552(7)(e)(iv) 1311b et seq: 1311d(3)(e)(iv); 1311e(5)(d)	T&C (§6.8) Schedule 7-6	
43	Observance of **holidays** and other required commemorative occasions.	**All Academies** Part 6a: 1175 Part 6c: 1175 Part 6e: 1175 1311b et seq: 1175	T&C (§6.8) Schedule 7-6	
44	**Age or Grade** range of students to be enrolled.	**All Academies** Part 6a: 502(3)(e)(v) Part 6c: 522(4)(e)(v) Part 6e: 552(7)(e)(v) 1311b et seq: 1311d(3)(e)(v)	T&C (§6.9) Schedule 7-7	
Academy Location				
45	Identification of **LEA and ISD where academy will be located.**	**All Academies** MCL 388.1620 Part 6a: 502(3)(g) Part 6c: 522(4)(c)(v) Part 6e: 552(7)(g) 1311b et seq: 1311d(3)(e)(v); 1311e(5)(d)	T&C (Preamble) Schedule 7-8	
46	Description of and address of **proposed building(s)** where Academy will be located.	**All Academies** Part 6a: 502(3)(i) Part 6c: 522(4)(g) Part 6e: 552(7)(i); 553(5)(f) 1311b et seq:1311d(3)(j); 1311e(5)(g)	T&C (§6.11) Schedule 7-8	
47	**Financial commitment** of applicant to the Academy's facility.	**USHAs** Part 6c: 522(4)(g); 523(2)(f)	N/A	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
48	A statement that the Academy will operate at **single site or multiple sites** with specific addresses and respective grade configurations as provided for in the contract and with applicable law, including the Academy's central administrative offices if applicable.	**All Academies** Part 6a: 504(1) Part 6c: 524(1) Part 6e:556(1) 1311b et seq: 1311g(1)	T&C (§6.11)	
49	A requirement that the board of directors of the public school academy shall collect, maintain, and make available to the public and the authorizing body, in accordance with applicable law and the contract, information concerning the operation and management of the public school academy including copies of facility leases or deeds, or both, and of any equipment leases.	**All Academies** Part 6a: 503(6)(m)(vii) Part 6c: 523(2)(k)(vii) Part 6e:553(5)(1)(vii) 1311b et seq: 1311e(6)(f)	T&C (§11.15) Schedule 6	
Staffing and Position Descriptions				
50	**Descriptions of staff** responsibilities.	**All Academies** Part 6a: 503(6)(d) Part 6c: 524(f) Part 6e: 552(7)(f) 1311b et seq: 1311d(3)(f)	T&C (§6.6) Schedule 7-3	
51	Requirement specifying **prohibited family relationships** consistent with applicable law.	**All Academies** Part 6a: 503(6)(k) Part 6c: 523(2)(i) Part 6e: 553(5)(j) 1311b et seq: 1311e(6)(f)	T&C (§11.12)	
52	Academy shall use **certificated teachers** according to state board rule.	**All Academies** Part 6a: 505(1) Part 6c: 526(1) Part 6e:553a(3); 559(1) 1311b et seq:1311j(1)	T&C (§§2.5, 6.6, and 11.14)	
53	Academy may use **non-certificated teachers** as the law allows.	**All Academies** Part 6a: 505(1); 505(2) Part 6c: 526(1); 526(2) Part 6e: 559(1); 559(2) 1311b et seq: 1311j(1); 1311j(2)	T&C (§§2.5, 6.6, and 11.14)	
54	Academy shall use **certified administrators and chief business officials** pursuant to applicable law, including superintendent, principal, assistant principal, or other person whose primary responsibility is administering instructional programs.	**All Academies** Part 6a: 1246(1) Part 6c: 1246(1) Part 6e: 1246(1) 1311b et seq: 1246(1)	T&C (§§2.5, 6.6, and 11.14)	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
55	Requirement that **authorizing body must review and may disapprove** any agreement between the Academy Board and an educational management company before the agreement is final and valid.	**All Academies** Part 6a: 503(6)(n) Part 6c: 523(2)(l) Part 6e: 553(5)(m) 1311b et seq: 1311e(6)(f)	T&C (§§1.1(y) and 11.9)	
56	If authorized by a LEA, **assurance of employee collective bargaining** for positions in similar districts should be addressed in the contract.	**All SDAs** 1311b et seq: 1311d(3)(i)	N/A	
57	Requirement that prohibits any individual from being employed by the Academy in more than **one full-time position and simultaneously compensated at a full-time rate for either position.**	**All Academies** Part 6a: 503(6)(p) Part 6c: 523(2)(n) Part 6e: 553(5)(o) 1311b et seq: 1311e(6)(f)	T&C (§§2.5 and 11.13)	
Reconstitution and Revocation				
58	Procedures and grounds **for revoking the contract** provided for in applicable law, including: (see 59-62below)	**All Academies** Part 6a: 503(6)(e) Part 6c: 523(2)(e) Part 6e: 561(4) 1311b et seq:1311e(5)(f)	T&C (§10.2)	
59	• Failure of the Academy to **demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals** as set forth in the contract.	**All Academies** Part 6a: 507(4)(a) Part 6c: 528(4)(a) Part 6e: 561(4)(a) 1311b et seq: 1311l(1)(a)	T&C (§10.2(a))	
60	• Failure of the Academy to **comply with all applicable law**.	**All Academies** Part 6a: 507(4)(b) Part 6c: 528(4)(b) Part 6e: 561(4)(b) 1311b et seq: 1311l(1)(b)	T&C (§10.2(b))	
61	• Failure of the Academy to **meet generally accepted public sector accounting principles** and **demonstrate sound fiscal stewardship**.	**All Academies** Part 6a: 507(4)(c) Part 6c: 528(4)(c) Part 6e: 561(4)(c) 1311b et seq: 1311l(1)(c)	T&C (§10.2(c))	
62	• The existence of 1 or more other grounds for revocation as **specified in the contract**.	**All Academies** Part 6a: 507(4)(d) Part 6c: 528(4)(d) Part 6e: 561(4)(d) 1311b et seq: 1311l(1)(d)	T&C (§10.2(d))	

	Description	Applicability	Sec /Page No. In Contract	Additional Comments
63	Procedures for **mandatory revocation** of Academy contract if Academy is **designated as a persistently low-achieving school (in the bottom 5%) and is in the 2nd year of restructuring.** Procedures must specify which school (s) are subject to closure and which are not based on exceptions for situations involving individualized education plan subgroups, and individual schools currently undergoing reconstitution.	**All Academies (except SDA)** Part 6a: 507(5) Part 6c: 528(5) Part 6e: 561(5)	T&C (§10.6)	
64	Procedures for the authorizing body to **reconstitute** the Academy.	**All Academies (except SDA)** Part 6a: 507(7) Part 6c: 528(7) Part 6e: 561(7)	T&C (§10.4(d))	
Cyber Schools				
65	A contract for a **cyber school** shall include all of the provisions required under section 553a as well as the following: (see items 66 through 71 below)	**Cyber Schools** Part 6e: 553a		
66	• A **teacher who holds appropriate certification** according to state board rule will be responsible for all of the following for each course in which a pupil is enrolled: (i) Improving learning by planned instruction. (ii) Diagnosing the pupil's learning needs. (iii) Assessing learning, assigning grades, and determining advancement. (iv) Reporting outcomes to administrators and parents or legal guardians	**Cyber Schools** Part 6e: 553a(2)(a)	T&C (§6.6)	
67	• A cyber school will make educational services available for a minimum of at least **1,098 hours during a school year** and ensure that each pupil participates in the educational program for at least 1,098 hours during a school year.	**Cyber Schools** Part 6e: 553a(2)(b)	T&C (§6.8)	
68	• A cyber school shall have maximum enrollment limitations based on years of operation	**Cyber Schools** Part 6e: 552(2)(d)	T&C (§6.7) Schedule 7-5	
69	• Cyber school must offer each pupil's family a computer and subsidize the cost of internet access.	**Cyber Schools** **Part 6e: 552(2)(e)**	T&C (§6.7)	
70	• Cyber school may not enroll any new pupils in the school of excellence that is a cyber school in a school year that begins after MDE determines that the combined total statewide final audited membership for all pupils in membership in schools of excellence that are cyber schools for a state fiscal year that exceeds a number equal to 2% of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 State Fiscal Year.	**Cyber Schools** **Part 6e: 552(15)(b)**	T&C (§6.7)	
71	• The requirement for the Academy Board of school of excellence that is a cyber school to ensure that every pupil that enrolls, along with his or her parent or legal guardian, are provided with a parent-student orientation. If the pupil is at least 18 or is an emancipated minor, the orientation may be provided to just the pupil.	**Cyber Schools** **Part 6e: 552(21)**	T&C (§6.7)	

NOTE: The only change to this annual update document is item #49. The item was changed because the law does not require contracts and deeds to be included in the charter contract. It is required by law that these contracts or deeds be made public once they are enacted. While MDE would prefer to receive these items (deeds and contracts) with the charter contract, it is recognized that these documents may not be available at the time a charter contract is enacted. Schools and authorizers are therefore asked to provide those documents to the PSA unit at MDE once they are made public.

TERMS AND CONDITIONS OF CONTRACT

ISSUED BY

GOBLES PUBLIC SCHOOLS BOARD OF EDUCATION
(The Authorizing Body)

TO

MICHIGAN ONLINE SCHOOL

CONFIRMING THE STATUS OF MICHIGAN ONLINE SCHOOL AS A SCHOOL OF EXCELLENCE THAT IS A CYBER SCHOOL

July 1, 2022

GENERAL INDEX

Contract Schedules

Schedule 1: Gobles Public Schools Board Resolution dated May 23, 2022, Authorizing the Academy as a Michigan School of Excellence operating as a Cyber Schools; Gobles Public Schools Board Resolution dated February 14, 2022 Establishing the Method of Selection, Appointment, Terms of Office and Removal of the Academy's Directors

Schedule 2: Restated Articles of Incorporation (with Certificate of Good Standing)

Schedule 3: Restated Bylaws

Schedule 4: Fiscal Agent Agreement

Schedule 5: Oversight Agreement and Master Calendar of Reporting Requirements (MCRR)

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

Schedule 7: Academy Specific Information & Educational Program

Schedule 7-1: Educational Goals and Programs

Schedule7-2: Curriculum (with NSQ Quality Online Program Self-Assessment, April 2022)

Schedule 7-3: Staff Responsibilities, ESP Agreements (Accel and MAST Financial), Due Diligence Questionnaires and Accel Organization Chart

Schedule 7-4: Methods of Accountability and Pupil Assessment

Schedule 7-5: Academy's Admission Policies and Criteria (including lottery process)

Schedule 7-6: School Calendar and School Day Schedule

Schedule 7-7: Age/Grade Range of Pupils Enrolled

Schedule 7-8: Address and Description of Proposed Physical Plant; Leaseor Deed for Proposed Site; Occupancy Certificate (AHERA Plan and Lead Paint Survey, if applicable)

Schedule 7-9: Governance Structure

Schedule 7-10:[Placeholder: Matriculation Agreements]

TABLE OF CONTENTS

ARTICLE 1
DEFINITIONS

Section 1.1 Certain Definitions 1
Section 1.2 Captions 4
Section 1.3 Schedules 4
Section 1.4 Statutory Definitions 4
Section 1.5 Application 4
Section 1.6 Conflicting Contract Provisions 4

ARTICLE II
ROLE OF GPS BOARD AS AUTHORIZING BODY

Section 2.1 GPS Board Resolutions 4
Section 2.2 Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes 4
Section 2.3 GPS Board Administrative Fee 5
Section 2.4 GPS Board as Fiscal Agent for the Academy 6
Section 2.5 Authorization of Employment 6
Section 2.6 Financial Obligations of the Academy are Separate From the State of Michigan, GPS Board and GPS 6
Section 2.7 Academy Has no Power to Obligate or Bind State of Michigan, GPS or GPS Board 6
Section 2.8 Authorizing Body Contract Authorization Process 7

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 7
Section 3.2 Other Permitted Activities 7
Section 3.3 Independent Status of Academy 7

ARTICLE IV
PURPOSE

Section 4.1 Academy's Purpose 8

ARTICLE V
CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1 School of Excellence Corporation 8
Section 5.2 Articles of Incorporation 8
Section 5.3 Bylaws 8
Section 5.4 Quorum 8

ARTICLE VI
OPERATING REQUIREMENTS

Section 6.1 Governance Structure 8
Section 6.2 Contributions and Fund Raising 9
Section 6.3 Educational Goals and Programs 9
Section 6.4 Curriculum 9
Section 6.5 Methods of Accountability 9
Section 6.6 Staff Responsibilities 10
Section 6.7 Admission Policy, Conditions, and Limits 10
Section 6.8 School Calendar/School Day Schedule/Holidays 11
Section 6.9 Age/Grade Range of Pupils Enrolled 11
Section 6.10 Annual Financial Audit 11
Section 6.11 Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations 11
Section 6.12 Accounting Standards 12
Section 6.13 Disqualified Organizational or Contractual Affiliations 12
Section 6.14 Matriculation Agreements 12
Section 6.15 Posting of Adequate Yearly Progress (AYP) and Accreditation Status 12
Section 6.16 Student Privacy 12
Section 6.17 School Safety 13

ARTICLE VII
TUITION PROHIBITTED

Section 7.1 Tuition Prohibited: Fees and Expenses 13

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

Section 8.1 Compliance with Part 6E of the Code 14
Section 8.2 Compliance with State School Aid Act 14
Section 8.3 Open Meetings Act 14
Section 8.4 Freedom of Information Act 14
Section 8.5 Public Employment Relations Act 14
Section 8.6 Prevailing Wage on Federally Funded Contracts 14
Section 8.7 Uniform Budgeting and Accounting Act 14
Section 8.8 Revised Municipal Finance Act of 2001 14
Section 8.9 Non-discrimination 14
Section 8.10 Other State Laws 15
Section 8.11 Federal Laws 15
Section 8.12 Assessments 15

ARTICLE IX
AMENDMENT

Section 9.1 Process for Amending the Contract 15
Section 9.2 Process for Amending Academy Articles of Incorporation 15
Section 9.3 Process for Amendment Academy Bylaws 16
Section 9.4 Change in Existing Law 16

ARTICLE X
TERMINATION, SUSPENSION, REVOCATION, AND APPOITMENT OF RECEIVER

Section 10.1 Termination by GPS Board 16
Section 10.2 Statutory Grounds for Revocation 17
Section 10.3 Other Grounds for Revocation 17
Section 10.4 GPS Board Procedures for Revoking Contract 18
Section 10.5 Contract Suspension 20
Section 10.6 Automatic Revocation by State of Michigan 21
Section 10.7 Academy Dissolution Account 21
Section 10.8 Conservator; Appointment by GPS Superintendent 22

ARTICLE XI
PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1 Student Conduct and Discipline 22
Section 11.2 Insurance 22
Section 11.3 Transportation 24
Section 11.4 Extracurricular Activities and Interscholastic Sports 24
Section 11.5 Legal Liabilities and Covenants Not to Sue 24
Section 11.6 Lease or Deed for Proposed Single Site(s) 24
Section 11.7 Occupancy and Safety Certificates 25
Section 11.8 Deposit of Public Funds by the Academy 25
Section 11.9 Management Agreements 25
Section 11.10 Required Provisions for Educational Service Provider Agreements 25
Section 11.11 Incompatible Public Offices and Conflicts of Interest Statutes 27
Section 11.12 Certain Familial Relationships Prohibited 27
Section 11.13 Dual Employment Positions Prohibited 27
Section 11.14 Oath of Public Office 28
Section 11.15 Information Available to the Public and GPS 28

ARTICLE XII
GENERAL TERMS

Section 12.1 Notices 28
Section 12.2 Severability 28
Section 12.3 Successors 29
Section 12.4 Entire Contract 29
Section 12.5 Assignment 29

Section 12.6 Non-Waiver 29
Section 12.7 Indemnification 29
Section 12.8 Construction 29
Section 12.9 Force Majeure 29
Section 12.10 No Third Party Rights 29
Section 12.11 Non-agency 30
Section 12.12 Governing Law 30
Section 12.13 Counterparts 30
Section 12.14 Term of Contract 30
Section 12.15 Survival of Provisions 30
Section 12.16 Termination of Responsibilities 30
Section 12.17 Disposition of Academy Assets Upon Termination or Revocation of Contract 30

Contract Authorizing a School of Excellence

that is a Cyber School

Pursuant to Part 6E of the Revised School Code ("Code"), being Sections 380.551 to 380.561 of the Michigan Compiled Laws, the Gobles Public Schools Board of Education ("GPS Board") grants a contract to Michigan Online School (the "Academy") effective July 1, 2022, conferring certain rights, franchises, privileges and obligations on the Academy and confirming the status of a school of excellence which is a cyber-school as a public school in the State of Michigan. The Academy will be located within the geographic boundaries of Gobles Public Schools and Van Buren Intermediate School District. 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 (SOE 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 that operates as a cyber school.

e) **Applicant** means the person or entity that submitted the school of excellence application to GPS for the establishment or reauthorization of the Academy.

f) **Application** means the school of excellence application and supporting documentation submitted to GPS for the establishment or reauthorization of the Academy.

g) **Authorizing Resolution** means the resolution adopted by the GPS Board approving reauthorization of the Academy effective July 1, 2022 and the issuance of this Contract.

h) **Charter School** means public school academy, 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 pursuant to Section 10.8 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, the Method of Selection, the Master Calendar of Reporting Requirements, the Application and any GPS Charter Schools Office policies.

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 MCL 380.552(2) and 380.553a.

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 a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the GPS Charter School Office Director for review as provided in Section 11.11and has not been disapproved by the GPS 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 GPS Charter Schools Office that apply to ESP Agreements. The GPS Charter Schools Director may, at any time and in his/her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions. Before amending the ESP Policies, the GPS Charter Schools Director will forward proposed amendments to the Academy Board for review and comment.

q) **Fund Balance Deficit** means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.

r) **GPS** means Gobles Public Schools, a general powers district within the State of Michigan established pursuant to MCL 380.11a, exercising the powers of an Authorizing Body conferred under Part 6E of the Code.

s) **GPS Board** means the Gobles Public Schools Board of Education.

t) **GPS Charter Schools Hearing Panel or Hearing Panel** means such person(s) as designated by the GPS Charter Schools Office Director pursuant to Article X of these Terms and Conditions.

u) **GPS Charter School Office or CSO** means the office that the GPS Board, by issuance of this contract, hereby designates as the point of contact for school of excellence applicants and schools of excellence authorized by the GPS Board. The GPS Charter School Office is also responsible for managing, implementing, and overseeing the GPS Board's responsibilities with respect to the Contract.

v) **GPS Charter School Office Director or CSO Director** means the person designated by the GPS Board to administer the operations of the GPS Charter School Office, which shall be the GPS Superintendent.

w) **GPS President** means the President of the GPS Board or his or her designee.

x) **Lease Policies** means those policies (if any) adopted by the GPS Charter Schools Director that apply to real property lease agreements entered into by the Academy. The GPS Charter Schools Director may, at any time and in his/her sole discretion, amend the Lease Policies. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions. Before amending the Lease Policies, the GPS Charter Schools Director will forward proposed amendments to the Academy Board for review and comment.

y) **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 GPS Charter School Office Director for review as provided in Section 11.11 and has not been disapproved by the GPS Charter Schools Office Director and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.

z) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties and timelines required of the Academy by the GPS Board. The GPS Board may amend the MCRR each fiscal year or at such other times as deemed appropriate by the GPS charter Schools Office Director. 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. Before amending the MCRR, the GPS Charter Schools Director will forward proposed amendments to the Academy Board for review.

aa) **Method of Selection Resolution** means the resolution adopted by the GPS Board in compliance with MCL 380.561 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.

bb) **Schedules** mean the schedules incorporated into and made part of the Charter Contract.

cc) **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 18.445, and transferred from

the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.

dd) **State Superintendent** means the Michigan Superintendent of Public Instruction.

ee) **Terms and Conditions** means this document entitled Terms and Conditions of. Contract issued by the GPS Board of Education.

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

Section 1.3 Schedules. All Schedules to this Contract are part of this Contract.

Section 1.4. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.5. Application. The Application submitted to the GPS Board for the establishment or reauthorization of the Academy is incorporated into, and made part of, this Contract. In the event that 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 1.6. 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 Restated Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II ROLE OF GPS BOARD AS AUTHORIZING BODY

Section 2.1. GPS Board Resolutions. For purposes of this Contract the GPS Board has adopted the following resolutions:

(a) Method of Selection and Appointment Resolution. The GPS 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 GPS Board may amend the Method of Selection and Appointment Resolution. Upon GPS 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 GPS Board has adopted the Authorizing Resolution which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The GPS Board is responsible to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the

compliance certification duties required by the GPS Board as outlined in the Contract and the MCRR incorporated into this Contract as Schedule 5, and the Informational disclosures required by Section 6. 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, and Code Section 1136 (Pupil Privacy), the Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic Information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.

(b) In the event that the GPS 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 GPS 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 GPS Superintendent. The Academy shall pay for the expense of the evaluation. In addition, at any time, the GPS Superintendent may require an evaluation of student performance to be selected by and at the expense of the GPS. 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 GPS Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the GPS Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.

(d) The Academy shall provide the GPS Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 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 GPS Charter Schools Office following Academy Board approval.

(e) The Academy shall provide to the GPS Charter Schools Office minutes of all Academy Board meetings no later than five (5) days after the approval of such meeting minutes.

(f) Within three (3) business days of receipt, the Academy shall notify the GPS Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.

(g) Within three (3) business days of receipt, the Academy shall report to the GPS 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 GPS. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.

Section 2.3. GPS Board Administrative Fee. During the term of this Contract, the Academy shall pay the GPS Board an administrative fee of 3% of the state school aid payments received by the Academy. This fee shall be retained by the GPS Board from each state school aid payment received by the GPS Board for forwarding to the Academy. This fee shall compensate the GPS

Board for consideration of the Application, issuing the Contract and overseeing the Academy's compliance with the Contract and Applicable Law.

Section 2.4. GPS Board as Fiscal Agent for the Academy. The GPS Board is the fiscal agent for the Academy. The GPS 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 GPS Board for the benefit of the Academy. The GPS Board shall retain any amount owed to the GPS Board by the Academy pursuant to this Contract. For purposes of this section, the responsibilities of the GPS Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel as necessary for the operation of the Academy. The Academy shall require that all personnel assigned to the Academy, including teachers and school administrators, are appropriately certificated in compliance with applicable law and administrative rules and may allow for the use of non-certificated personnel only to the extent permitted by law. The Academy shall require that teachers and school administrators are evaluated in compliance with Code Sections 1249 and 1249b and that a teacher or school administrator's job performance and job accomplishments are considered a significant factor in determining compensation and additional compensation as required by Code Section 1250. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the GPS Charter School Office for review. The GPS Charter School Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No Management Agreement shall be effective unless and until the agreement complies with this Section and Sections 11.11 and 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) 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 GPS 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 compensate at a full-time rate for each of these positions. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate From the State of Michigan, GPS Board and GPS. Any contract, agreement, note, 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 GPS Board, or GPS. 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 GPS Board or GPS shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.7. Academy Has No Power to Obligate or Bind State of Michigan, GPS or the GPS Board. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, the GPS Board or GPS, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State

of Michigan, the GPS Board or GPS in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

Section 2.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the GPS Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the GPS Board. Prior to the end of the Contract term, the Academy Board may request reauthorization. If the GPS Board determines to consider reauthorization, the GPS 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 GPS 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 GPS Board as the most important factor of whether to issue or not issue a new contract. The GPS 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 GPS 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 not to consider reauthorization of the Academy and issue a contract for a fixed term.

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 agency and shall not undertake any action inconsistent with its status as a body corporate 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. Consistent with the provisions of this Contract, the Academy is permitted to engage in other lawful activities that are not in derogation of the Academy's mission and status as a school of excellence or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, and community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

Section 3.3. Independent Status of the 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 corporation. The Academy is not a division or part of GPS. The relationship between the Academy and the GPS Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreement between the GPS Board and the Academy, if applicable.

ARTICLE IV
PURPOSE

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy in the Articles of Incorporation (Schedule 2). 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 organized under 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 and Part 6E of the Code. Notwithstanding any provisions 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 9.2 of Article IX herein, the Articles of Incorporation of the Academy; as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the GPS 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 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the GPS Board that Schedule 3 Includes all amendments to the Academy's Bylaws as of the date set forth above.

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 set by the Authorizing Resolution, or such larger number as may be 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 7-9 and its Bylaws. Academy shall have four officers: President, Vice President, Secretary and Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. The description of their duties is included in Schedule 3 (Bylaws). The Academy's Board of Directors shall meet at least six (6) times per fiscal year, unless another schedule is required by law or mutually agreed upon by the GPS 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 GPS. GPS shall not be required to receive any contributions or donations for the benefit of the Academy. GPS may receive contributions or donations for the benefit of the Academy as provided in Schedule 4 (Fiscal Agent Agreement).

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules, including Schedule 7-1. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. The goals shall require demonstrated improved pupil academic achievement for all groups of pupils. Upon request, the Academy shall provide the GPS Charter school Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s). The Academy shall document experience in delivering a quality education program that improves pupil academic achievement following the standards for quality on-line learning established by the National Association of Charter School Authorizers or other nationally recognized standards for quality on-line learning. Such documentation is included in Schedule 7-2.

Section 6.4. Curriculum. The Academy shall implement and follow the curriculum identified in the Schedules, including Schedule 7-2. If the Academy offers kindergarten through third grade, the Academy Board shall comply with Code Section 1280f (Grade 3 English language arts proficiency), MCL 380.1280f and ensure that all required actions, notices and filings are timely completed. The curricula may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and meet or exceed the 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 the Schedules, including Schedule 7-4. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan state standardized assessment designated under the Code. The Academy shall provide the GPS 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, and Code Section 1136 (Pupil Privacy) concerning the following:

a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the GPS 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 GPS 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 GPS Charter School Office Director or GPS Superintendent; and

e) all tests required under Applicable Law.

The GPS Board may, in its sole discretion, determine whether to use such reports, assessments and test results in making its decision to suspend, terminate, not issue a new contract

at the end of the Contract or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 of Article II of the Terms and Conditions, the GPS Board authorizes the Academy to employ or contract with personnel as necessary for the operation of the Academy, including the authority to enter into a contract with an Educational Service Provider consistent with the Contract and the GPS ESP Policies. A copy of the Management Agreement shall be included in Schedule 7-3. The Academy shall require that all personnel assigned to the Academy, including teachers and school administrators, are appropriately certificated in compliance with applicable law and administrative rules and may allow for the use of non-certificated personnel only to the extent permitted by law. A teacher who holds appropriate certification according to Michigan administrative 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 Schedule 7-5 (Academy Admission Policies and Criteria) and all application, enrollment and admissions policies and criteria required by Applicable Law, including reporting requirements of the Department in the form and manner prescribed. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the GPS Charter School Office that demonstrates the following:

a) the Academy has made a reasonable effort to advertise its enrollment efforts to all pupils;

b) the Academy 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 two (2) weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends; and

d) 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 a pupil enrolls in the Cyber School, the pupil and his or her parent or legal guardian are provided with a parent-student orientation. If the pupil is at least age eighteen (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 2022-2023 State Fiscal Year.

Section 6.8. School Calendar/School Day Schedule/Holidays. 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 for the Academy to receive full funding under the State School Aid Act. The Academy agrees to make available to the GPS Charter School 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 a compliant School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions. Cyber Schools will make educational services available for a minimum of 1,098 hours during a school year and ensure that each pupil participates in the educational program for at least 1,098 hours during a school year. The Academy shall comply with the requirements of Revised School 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 by Schedule 7-7 to operate grades K-12. The Academy may seek to amend the Terms and Conditions and Schedule 7-7 to add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

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

Section 6.11. 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. Following Academy Board and GPS 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 GPS 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 GPS 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 GPS Charter School Office an application for site expansion through charter contract amendment,

in a form or manner determined by the GPS 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 GPS Charter School Office shall review the application for site expansion and make a recommendation to the GPS 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 GPS Board may consider the Academy Board's site expansion request following submission by the CSO of a positive recommendation.

If the GPS 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 GPS 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, the Michigan Public School Accounting Manual (Bulletin 1022), the State School Aid Act, the Uniform Budgeting and Accounting Act, and applicable State Board of Education and Department of Education rules and accounting system requirements that comply with Applicable Law.

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 GPS Charter School Office for review. Any matriculation agreement entered into by the Academy shall be added as Schedule 7-10 through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.15. Postings of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the accreditation status of each school in accordance with the Code, MCL 380.1280e.

Section 6.16. Student Privacy. The Academy shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g, 34 CFR Part 99, and Code Section 1136, (MCL 380.1136). The Academy will develop a list of uses ("Uses") for which the Academy commonly would disclose a student's directory information, develop an opt-out form, and provide the statutorily required opportunity for a parent or legal guardian, or eligible student, to elect not to allow the Academy to disclose the student's directory information for one or more Uses.

Section 6.17. School Safety.

(a) Statewide Safety Information Policy and Emergency Operations Plan. Pursuant to Code Sections 1308 and 1308b, the Academy shall adopt and implement the statewide school safety information policy and/or an Emergency Operations Plan. Beginning in the 2021-2022 school year, at least biennially thereafter, the Academy shall, in conjunction with at least one 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) 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, 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 Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify model practices for determining school safety measures.

(c) New Building Construction or Renovation. 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 plan for the construction or renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for the school building. School buildings include either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

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

(i) Prepare and submit to the State Superintendent, in a form and manner prescribed by the State 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 resulting in expulsion;

(ii) Post on its website, in a form and manner prescribed by the State 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

(iii) Make a copy of the report on the incidents of crime, disaggregated any school building, available to the parent or legal guardian of each pupil enrolled in the Academy.

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 law.

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

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. 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)(b) 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)(c) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of.1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other Applicable Law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employment Relation Act. Pursuant to Section 553(6)(c) of the Code, the Academy shall comply with the Public Employment Relation 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 Federally Funded Contracts. The Academy shall comply with the Davis-Bacon Act prevailing wage requirements on federally funded construction projects.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act ("UBAA"), Act No. 2 of the Public Acts of 1968, being Sections 141.421 to 141.440a of the Michigan Compiled Laws.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds the Academy shall comply with Section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Complied 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, Act No. 34 of the Public Acts of 2001, being Sections141.2101 to 141.2821 of the Michigan Compiled Laws.

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 Sections MCL 37.2101 to 37.2804 of the Michigan Compiled Laws, the Michigan Persons with

Disabilities Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being Sections 37.1101 to 37.1607 of the Michigan Compiled Laws, 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 public school academies. 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 public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

Section 8.12 Assessments. 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 Michigan public schools.

ARTICLE IX
AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1 (GPS Board Resolutions), 5.1 (Articles of Incorporation) and 6.11 (Address & Description of Proposed Expanded Sites), the GPS Board delegates to GPS Superintendent the authority to review and approve any changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon written agreement and approval of the respective authorized designees or by a majority vote of the respective governing boards, as applicable. In the event that a proposed amendment is not acceptable to the GPS Superintendent, the Academy Board may request consideration by the GPS Board, which may approve or deny the requested amendment in its discretion after providing the Academy Board an opportunity to present the proposed change to the GPS Board.

Section 9.2. 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 Amended and Restated Articles of Incorporation (the "Articles of Incorporation"). The Academy shall be authorized to make such changes to its Articles of Incorporation upon a majority vote of the GPS Board members appointed and serving on the GPS Board. Upon GPS Board approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the GPS Charter School Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the GPS Charter School Office. If GPS 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 GPS Board, GPS shall reimburse the Academy for the filing fees.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the GPS Charter School Office, for review and comment, at least thirty 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 GPS identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the identified provision in 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 GPS Charter School Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. 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 GPS 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 GPS Board shall conform to and be carried out in accordance with the change in Applicable Law.

ARTICLE X
TERMINATION, SUSPENSION, REVOCATION, AND APPOINTMENT OF RECEIVER

Section 10.1. Termination by GPS Board. The GPS 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 GPS 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 nine (9) calendar months from the date of the GPS Board's resolution approving such termination and, to avoid undue disruption, shall be effective at the end of a school year. The GPS CSO shall provide notice of the termination to the Academy. If during the period between the GPS Board's action to terminate and the effective date of termination, the Academy violates the Contract or Applicable Law, the GPS Board may elect to initiate suspension or revocation of the Contract as set forth in this Article 10.

(b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the GPS Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the GPS Board to make changes in the Contract that are not in the best interest of the GPS Board or GPS, then the GPS Board may terminate the Contract at the end of the Academy's school fiscal year in which the GPS Board's decision to terminate is adopted.

(c) Termination Caused by Failure to Secure a Facility. If the GPS Superintendent determines, in his or her sole discretion, 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 GPS Board may terminate this Contract as of the last day the Academy has occupancy rights to its existing facility. Prior to termination, the GPS 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, the GPS Board will notify the Academy and may terminate this Contract at the end of the current school year pursuant to Section 10.6.

The revocation procedures in Section 10.4 do not apply to a termination of this Contract under this Section 10.1.

Section 10.2. Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.6 this Contract may also be revoked by the GPS Board upon a determination by the GPS Board, pursuant to the procedures set forth in Section 10.4, that one or more the following has occurred:

a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or to meet the educational goals set forth ln this Contract;

b) Failure of the Academy to comply with all Applicable Law;

c) Failure of the Academy to meet generally accepted public sector accounting principles or demonstrate sound fiscal stewardship; or

d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.3. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.2 and the grounds for an automatic revocation of the Contract set forth in Section 10.6, the GPS Board may revoke this Contract, pursuant to the procedures set forth in Section 10.4, upon a determination that one or more of the following has occurred:

a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund 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 enrolment 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 GPS Board approval;

e) The GPS Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;

f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the GPS Board in connection with the GPS Board's approval of the Application, the issuance or reauthorization 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 GPS Board; or

h) The GPS Board, its trustees, officers, employees, agents or representatives are not included as third-party beneficiaries under any Educational Management Agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11of the Terms and Conditions.

Section 10.4. GPS Board Procedures for Revoking Contract. The GPS Board's process for revoking the Contract is as follows:

(a) Notice of Intent to Revoke. The CSO Director (who shall be the GPS Superintendent), upon reasonable belief that such grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth insufficient 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 CSO Director and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and 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 CSO 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 CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.

(d) Plan of Correction Contents. The Plan of Correction shall include conditions to satisfy the GPS Board's Contract reconstitution obligation. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) cancellation of a contract with an Educational Service

Provider; (ii) removal of one (1) or more members of the Academy Board; (iii) termination of at-will board appointments of one (1) or more Academy Board members; (iv) withdrawal of the Academy Board's authorization to contract with an Educational Service Provider under Code Section 560; (v) the appointment of a new Academy Board of Directors or a trustee to take over operations of the Academy; or (vi) closure of an Academy site. Reconstitution of the Academy does not prohibit the Department from issuing an order under Code Section 561, directing the automatic closure of the Academy's site(s), MCL 380.561.

(e) Request for Revocation Hearing. The CSO Director may initiate a revocation hearing before the GPS Charter Schools' Hearing Panel (the "Hearing Panel") if the CSO 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 10.4(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 CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;

iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;

v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.4(c);

vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or

vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

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

(f) Hearing before GPS Charter School Office Hearing Panel. Within thirty (30) days of the date of a Request for Revocation Hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the Notice of Hearing to the GPS Charter School Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the request of the CSO Director for Contract revocation, and to make a recommendation to the GPS Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director. The Revocation Hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between GPS and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The

Hearing Panel may, however, question the CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the GPS 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 GPS Charter school Office and the Academy Board at the same time that the recommendation is sent to the GPS Board.

(g) GPS Board Decision. If the Hearing Panel's recommendation is submitted to the GPS Board at least fourteen (14) days before the GPS Board's next regular meeting, the GPS Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The GPS Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The GPS Board shall have available copies of the Hearing Panel's recommendation and the transcript of the hearing. The GPS 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 GPS Board's decision shall be provided to the GPS Charter School Office, the Academy Board and the Michigan Department of Education.

(h) Effective Date of Revocation. If the GPS Board votes to revoke the Contract, the revocation shall be effective on the date of the GPS Board's act of revocation or at a later date as determined by the GPS Board.

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the GPS Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the GPS Board to revoke the Contract, may be held by the GPS Board and returned to the Michigan Department of Treasury. Provided, however, that the GPS Board 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. 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 GPS Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.5. Contract Suspension. The GPS Board's process for suspending the Contract is as follows:

(a) GPS Superintendent Action. If the GPS 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 the staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Section 6.10 and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 7-8; or (v) has willfully or intentionally violated this Contract or Applicable Law, the GPS Superintendent may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the GPS 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 grounds for suspension, shall be sent to the GPS 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 GPS Board after a decision by the GPS Superintendent to suspend the Contract may be retained by the GPS 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 GPS Board, after receiving a Suspension Notice from the GPS 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) of this Contract. The Hearing Panel has the authority to accelerate the timeline for revoking the Contract, provided notice of the revocation hearing is provided to the GPS 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 revocation of the Contract. The GPS Board shall consider the Hearing Panel's recommendation in accordance with Section 10.4(g) through (i).

Section 10.6. Automatic Revocation by State of Michigan. If the GPS 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 ("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 GPS Board or the Academy. The GPS Board's revocation procedures set forth in Section 10.4 do not apply to an automatic revocation initiated by the State of Michigan.

Following receipt of the State's Automatic Closure Notice, the GPS 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 year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.7. Academy Dissolution Account. If the GPS Board terminates, revokes, or does not issue a new Contract to the Academy upon expiration of the current Contract term, the GPS CSO Director shall notify the Academy that, beginning within thirty (30) days after notification of the GPS Board decision, the GPS 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 GPS CSO Director's notice, the Academy Board Treasurer shall provide the GPS 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.

Section 10.8 Conservator; Appointment by GPS Superintendent. Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the Academy students, property, or funds are at risk, the GPS Superintendent, after consulting with the GPS Board President, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a School of Excellence and act in the place and stead of the Academy Board. The GPS Superintendent shall appoint the conservator for a definite term which may be extended in writing. During the 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 GPS Board for final determination at its next regularly scheduled meeting. During their 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 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.

ARTICLE XI
PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

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 insurance 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 GPS/Academy

Charter Contract; if this coverage is Claims Made and the Academy goes out of business, the Academy needs to 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) coverage;

d) Worker 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) coverage;

e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance 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) coverage; must include corporal punishment coverage and sexual abuse and molestation coverage;

f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars ($500,000) coverage; and

g) Employment Practices Liability insurance with a minimum of one million dollars ($1,000,000) per claim/aggregate (Claims Made or Occurrence Form) coverage; 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 GPS Board and GPS 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 any policies requiring notice to GPS, 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 GPS Superintendent copies of all insurance certificates and endorsements required by this Contract. The Academy shall not cancel its existing coverage without the prior written approval of the GPS Charter Schools Office. The Academy shall also provide to the GPS Charter School Office an entire copy of the insurance policies. The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the GPS's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for GPS to maintain insurance coverage for authorization and oversight of the Academy. In the event that GPS'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 GPS's insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.3. Transportation. The Academy Board may enter into contracts 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 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, 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, and that the vehicles used to transport students comply with Applicable Law.

Section 11.4. 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, in compliance with Applicable Law.

Section 11.5. 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 GPS or to enter into a contract that would bind GPS. 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 GPS Board, GPS, or any of its officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. GPS 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 GPS Board, GPS or any of its employees, agents, or independent contractors as a result of the issuing or not issuing, terminating, revoking, or suspending of this Contract.

Section 11.6. 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 GPS Board copies of its lease or deed for the premises in which the Academy intends to operate, in a form and manner consistent with any GPS Charter Schools Office Lease Policies (the "Lease Policies"), which Lease Policies may be amended from time to time in the sole discretion of the GPS Charter Schools Office. The GPS Charter Schools Office may disapprove a proposed lease agreement if it is contrary to the Contract, the Lease Policies, 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 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 (i) pursuant to a notice issued by the Department under Code Section 557, MCL 380.557; or (ii) pursuant to a reconstitution by GPS pursuant to Code Section 557, MCL 380.557 and these Contract Terms and Conditions. The provision shall also provide that the lessor/landlord shall have no recourse against the Academy or the GPS 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 costs or expenses owed under the lease prior to site closure or reconstitution.

Section 11.7. Occupancy and Safety Certificates. The Academy Board shall: (i) 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 11.7. Copies of these certificates shall be incorporated into the Schedules.

Section 11.8. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221of 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 within five (5) business days after receipt of the funds by the Academy.

Section 11.9. Management Agreements. The Academy may enter into a Management Agreement with an ESP for educational, administrative, management, 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. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the GPS Charter School Office in a form or manner consistent with the ESP policies of the GPS Charter School Office, which are incorporated into and deemed part of this Contract The GPS CSO 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 GPS CSO shall provide a copy of proposed amendments to the ESP policies to the Academy for review prior to implementation. The GPS CSO 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 GPS Charter School Office in the same form and manner as a new Management Agreement.

Section 11.10. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

"Indemnification of GPS. The parties acknowledge and agree that the GPS Board of Education, GPS and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. the ESP hereby promises to indemnify, defend, and hold harmless the GPS Board of Education, GPS and its members, officers, employees, agents or representatives, third party beneficiaries from all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, forfeitures, or any other liabilities of losses of any kind, including attorney fees, or 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 GPS, which arise out of or are in any manner connected with the GPS Board of Education's approval of the Application, the GPS Board's consideration of or issuance of a Contract, the ESPs preparation for and operation of the Academy, or which are incurred as a result of the reliance by GPS and its Board of Education members, officers, employees,. agents or representatives upon information supplied by the ESP, or which arise out of the failure of the ESP to perform its obligations under the Contract issued to the Academy by GPS Board of Education. The ESP expressly acknowledges and agrees that GPS and its Board of Education members, officers, employees, agents or representatives may commence legal action against the ESP 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 GPS Board of Education is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is suspended, revoked or terminated or expires 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 GPS Board of Education. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"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 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."

"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 557, MCL 380.557; or (ii) to undergo a reconstitution pursuant to Code Section 557, MCL 380.557 and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy and [insert name of ESP] shall have no recourse against the Academy or the GPS Board for implementing such site closure or reconstitution."

"Compliance with Section 11.15 (Information Available to the Public and GPS) of Contract Terms and Conditions. [Insert name of 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 to enable the Academy to fully satisfy its obligations under Section 11.15(a) of the Contract Terms and Conditions."

"Appropriately Certificated Teachers and School Administrators." [Insert name of 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.

"MPSERS Retirants." To enable the Academy to comply with its reporting obligations under the Michigan Public School Employees Retirement Act, 1980 PA 300, as amended, [Insert ESP Name] shall: (1) promptly notify the Academy in writing of the identity of any individual employed or assigned by [the ESP] to perform services at Academy 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 [ESP Agreement], as necessary for the Academy to report on a schedule and in such manner as may be determined from time to time by Office of Retirement Services. MCL 38.1342(6).

"Administrator and Teacher Evaluation System. [Insert name of ESP] shall adopt and implement for all individuals employed by the ESP and assigned to the Academy as a teacher or school administrator a rigorous, transparent, and fair performance evaluation system as required to comply with Applicable Law."

Section 11.11. 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, and the Contracts of Public Servants with Public Entities statute, Act No. 371 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled laws; and Code Section 1203, being 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 a GPS employee, or paid consultant, as a representative of GPS.

Section 11.12. 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:

i) is employed by the Academy;

ii) works or is assigned to the Academy;

iii) has an ownership, officer, policymaking, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.13. 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 11.14. 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 and sign before a notary public or other authorized official, and file with the GPS Charter School Office, the constitutional oath of office.

Section 11.15. Information Available to the Public and GPS.

(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 GPS 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. Any agreement between the Academy and an ESP shall contain a provision requiring the ESP 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 to enable the Academy to fully satisfy its obligations under subparagraph (a).

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; (ii) upon delivery into United States mail if delivery is by postage paid first class mail; or (iii) upon receipt by the transmitting party of confirmation or answer back, if delivered by facsimile or electronic 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 GPS Board:

Board of Education
Gobles Public Schools
409 N. State Street
Gobles, Michigan 49055

(with a copy to the GPS Superintendent)

If to the Academy:

Board of Directors
Michigan Online School
209 S. State Street
Gobles, Michigan 49055

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. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective permitted successors.

Section 12.4. Entire Contract. Except as specifically provided herein, this Contract sets forth the entire agreement between the GPS Board and the Academy Board with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

Section 12.6. 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 GPS 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, defend, and hold harmless the GPS Board, GPS and its Board 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 GPS, and not caused by the sole negligence of GPS, which arise out of or are in any manner connected with the GPS Board's receipt, consideration or approval of the Application, the (GPS 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 GPS Board as an authorizing body under Part 6E of the Code, the GPS Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are included as a result of the reliance of the GPS Board, GPS and its Board members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under the Contract and in compliance with 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 GPS. Except as otherwise provided, nothing in this Contract shall create or be

deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

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

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

Section 12.13. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, all such counterparts shall together constitute one and the same instrument.

Section 12.14. Term of Contract. This Contract shall commence on July 1, 2022 and shall remain in full force and effect for five (5) years until June 30, 2027, unless sooner suspended, revoked, or terminated according to the terms hereof.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4 (Insurance), Section 11.7 (Legal Liabilities and Covenants Not to Sue), Section 12.7 (Indemnification), Section 12.10 (No Third-Party Rights), and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the GPS 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, except as otherwise provided in this Contract, GPS 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 or termination 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. Upon termination or revocation of this Contract, the Academy may amend its articles of incorporation or bylaws to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend any provision in the Academy's Articles of Incorporation or Bylaws regarding disposition of the Academy's assets upon dissolution.

Section 12.17. 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.

As the designated representative of the GPS Board, I hereby issue this Contract to the Academy on the date set forth above.

GOBLES PUBLIC SCHOOLS
BOARD OF EDUCATION

By: Jeff Rehlander Date: 6/20/2022

Jeff Rehlander
Superintendent of Gobles Public Schools

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 Online School

By: Ellen E McGahey Date: 6/14/2022

Ellen McGahey
President, Board of Directors

SCHEDULE 1

Method of Selection and Appointment Resolution

A regular meeting of the Board of Education ("Board") of Gobles Public Schools ("GPS" or the "District"), was held in the Middle/High School Library located at 409 N. State Street, in the City of Gobles, County of Van Buren, State of Michigan, on the 14th day of February, 2022 at 7:00 o'clock in the evening.

The meeting was called to order by President Ben Baxter

Members Present: Mr. Ben Baxter, Mr. Joe DeYoung, Mrs. Susan Dalton-Akers, Mrs. Melanie Martin, Mr. Justin Burza, Mrs. Erin Phillips & Mr. Don Warren.

Members Absent: None

The following preamble and resolution were offered by Member Mrs. Susan Dalton-Akers and supported by Member Mr. Justin Burza:

WHEREAS:

A. The GPS Board is empowered to act as an authorizing body for a public school academy under Part 6A of the Michigan Revised School Code ("Code"); for a school of excellence, including a cyber school, under Part 6E of the Code; or for a strict discipline academy under MCL 380.1311b-1311m (collectively, a "Charter School").

B. An authorizing body is required to adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors of any Charter School subject to its jurisdiction (a "Method of Selection Resolution"). MCL 380.503(5), 553(4), 1311e(4).

C. The GPS Board adopted a Method of Selection Resolution effective June 12, 2017.

D. The GPS Board wishes to amend the Method of Selection Resolution for a Charter School subject to its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED:

1. That the GPS Board establishes the method of selection, length of term and number of members of a Charter School Board subject to its jurisdiction as set forth in this Method of Selection Resolution.

2. Charter School Board Appointments.

a. Initial Charter School Board Member Nominations and Appointments: As part of the Charter School application, the Charter School applicant shall propose to the Director of the GPS Charter Schools Office ("CSO Director"), the names of the proposed individuals to serve on the initial board of directors of the proposed Charter School. When the CSO Director recommends an initial contract for approval to the GPS Board, the CSO Director shall include recommendations for initial Charter School Board members. These recommendations may, but are not required to, include individuals proposed by the Charter School applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Charter School Board Member Application or Questionnaire prescribed by the GPS Charter Schools Office; (ii) an interview; (iii) the Criminal Background Check Report prescribed by the GPS Charter Schools Office; (iv) reference checks; and (v) an annual conflicts of interest disclosure.

b. Subsequent Non-Exigent Charter School Board Member Nominations and Appointments: Except as provided in paragraph (2)(c) below (Exigent Appointments), the Charter School Board may nominate individuals for subsequent Charter School Board of Director positions. As part of the appointment process, the Charter School Board may submit to the CSO 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 Charter School Board nominating resolution. The CSO Director may or may not recommend the proposed nominee submitted by the Charter School Board. If the CSO Director does not recommend a nominee submitted by the Charter School Board, the CSO Director shall select a nominee and forward that recommendation to the GPS Board for appointment. The GPS Board shall have the sole and exclusive right to appoint members to the Charter School Board.

c. Exigent Appointments: When the CSO Director determines an "exigent condition" exists which requires that the Director make an exigent appointment to the Charter School's board of directors, the CSO Director may immediately appoint a qualified person to serve as a Charter School board member for the time specified, but not longer than the next meeting held by the GPS

Board when a regular appointment may be made by the GPS Board as provided in paragraph 2(b) above. The CSO Director shall make the exigent appointment in writing and notify the Charter School's board of directors of the exigent appointment. Exigent conditions include, but are not limited to, when a Charter School Board seat is vacant, when a Charter School Board cannot reach a quorum, when the GPS Board determines that a Charter School Board member's service is no longer required, when a Charter School Board member is removed, when a Charter School Board fails to fill a vacancy, or when other conditions exist that would prohibit the Charter School Board from taking action without such an exigent appointment.

3. Qualifications of Charter School Board Members: To be qualified to serve on the Charter School 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 GPS Charter Schools Office including, but not limited to, a GPS Charter School Board Member Application or Questionnaire and a release for criminal history background check; (d) not be an employee of the Charter School; (e) not be a director, officer, or employee of a company or other entity that contracts with the Charter School; and (f) not be an employee or representative of GPS or be a member of the GPS Board.

4. Oath/Acceptance of Office/Voting Rights: Following appointment by the GPS Board, Charter School Board Appointees may begin their legal duties, including the right to vote, after they have signed an acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a justice, judge, or clerk of a court, or before a notary public.

5. Length of Term: An appointed Charter School Board member is an "at will" board member who shall serve at the pleasure of the GPS Board for a term of office not to exceed three (3) years; provided, however, that the terms of the initial positions on the Charter School Board shall be staggered. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless the term is shortened pursuant to other provisions of this Method of Selection Resolution. A person appointed to serve as a Charter School Board member may be reappointed to serve additional terms. When a Charter School Board member is appointed to complete the term of service of another Charter School Board member, their service ends at the end of the previous Charter School Board member's term, subject to possible reappointment.

6. Removal: If the GPS Board determines that a Charter School Board member's service in office is no longer required, then the GPS Board may remove a Charter School Board member with or without cause and shall specify the date when the Charter School Board member's service ends.

7. Resignations: A member of the Charter School Board may resign from office by submitting a written resignation to the Charter School Board or by notifying the CSO Director. A written resignation to the CSO Director is not required. The Charter School Board shall promptly forward to the CSO Director any written resignation upon receipt. A resignation (written or oral) is effective upon receipt by the CSO Director, unless a later date is specified in the resignation. The CSO Director shall confirm the receipt and effective date of a resignation (whether written or oral) in writing to the resigning Charter School Board member.

8. Vacancy: A Charter School Board position shall be considered vacant when a Charter School Board member:

   a. Resigns
   b. Dies
   c. Is removed from Office
   d. Is convicted of a felony
   e. Ceases to be qualified
   f. Is deemed legally incapacitated by a court of competent jurisdiction

9. Filing a Vacancy: The Charter School Board may nominate and the CSO Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

10. Number of Charter School Board Member Positions: The number of member positions of the Charter School Board shall be five (5), seven (7) or nine (9), as determined from time to time by the GPS School Board. If the Charter School Board fails to maintain its full membership by making appropriate and timely nominations, the GPS Board or designee may deem that failure an exigent condition.

11. Manner of Acting: The Charter School Board shall be considered to have "acted" when a duly called meeting of the Charter School Board has a quorum physically present (or participating electronically to the extent permitted by law) and the number of Board members voting in favor of an actions is as follows, or as otherwise provided by law:

# Charter School Board Members	# for Quorum	# Required to Act
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

11. 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 Gobles 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 Gobles Public Schools Board of Education at a public meeting held on February 14, 2022, 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: Mr. Ben Baxter, Mr. Joe DeYoung, Mrs. Susan Dalton-Akers, Mr. Don Warren, Mrs. Melanie Martin, Mr. Justin Burza and Mrs. Erin Phillips.

Nays: None

Abstaining: None

Absent: None

By: Melanie Martin

Melanie Martin, Secretary

GOBLES PUBLIC SCHOOLS
REAUTHORIZATION RESOLUTION
MICHIGAN ONLINE SCHOOL

A special meeting of the Board of Education ("Board") of Gobles Public Schools ("GPS" or the "District"), was held in the Middle/High School Library located at 409 N. State Street, in the City of Gobles, County of Van Buren, State of Michigan, on Monday, May 23, 2022, at 6:00 o'clock in the evening.

The meeting was called to order by President Ben Baxter

Members Present: Justin Burza, Susan Dalton-Akers, Joe DeYoung, Melanie Martin, Erin Phillips, and Ben Baxter

Members Absent: Don Warren

The following preamble and resolution were offered by Member Susan Dalton-Akers, and supported by Member Justin Burza:

WHEREAS:

A. The GPS Board is authorized under Sections 551(2)(a)(ii) and 552(2) of the Michigan Revised School Code ('Code") 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)(ii), (d) and 380.552(2); and

B. Effective July 1, 2017, the GPS Board issued to Michigan Online School ("MOS" or the "Academy") a Contract confirming the status of MOS as a school of excellence that is a cyber school (the "Contact"); and

C. Effective on or about October 10, 2017, the GPS Board issued a First Amendment to the Contract; and

D. Effective on or about January 14, 2019, the GPS Board issued a Second Amendment to the Contract; and

E. Effective on or about October 20, 2020, the GPS Board issued a Third Amendment to the Contract; and

F. The Contract, as amended, will expire on June 30, 2022, and the Academy has asked the GPS Board to issue a new contract confirming the status of MOS as a school of excellence that is a cyber school for an additional term; and

G. The GPS Administration has completed its evaluation and assessment of the Academy's operations and performance related to the Contract, including consideration of demonstrated measurable progress toward achieving the educational goals and related measures identified in the Contract, and the GPS Administration recommends that the GPS 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 five (5) years, beginning July 1, 2022.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The GPS Board takes the following action related to issuing a Contract Confirming the Status of Michigan Online School as a School of Excellence that is a Cyber School and Related Documents ("Reauthorization Contract") to the Academy:

    a. The GPS Board approves the form and content of the revised Terms and Conditions as submitted to and reviewed by the GPS Board (**Attachment A**).

    b. Subject to satisfaction of the conditions set forth in this Resolution, the GPS Board approves and authorizes the issuance of the Reauthorization Contract for a five-year term commencing July 1, 2022, and terminating June 30, 2027, subject to earlier suspension or termination as set forth in the Reauthorization Contract, and.

    c. The GPS Board delegates authority to Jeffrey N. Rehlander, GPS Superintendent and Board Designee, to execute the Reauthorization Contract (including related Schedules) issued by the GPS Board to the Academy, provided that, before execution of the Reauthorization Contract, the GPS 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 as executed is substantially in the form hereby presented for approval by the GPS Board, with the only changes being cosmetic (for example, correcting formatting or typographical errors, or making other non-substantive corrections), in consultation with legal counsel for the GPS Board and in the best interests of the District; and

        iii. That all Schedules to the Charter Contract comply with applicable law and operational realities.

2. The current Academy Board members shall continue to serve in their current positions until the ends of their respective terms in office or as provided below, as applicable.

Name	Terms of Office
1. Ellen McGahey	07/01/2022 – 06/30/2023
2. Jennifer Lengyel	07/01/2022 – 06/30/2023
3. Kara Mounce	05/01/2020 - 06/30/2023
4. Vacancy	-06/30/2025
5. Vacancy	-06/30/2025

All subsequent Academy Board appointments, including those required to fill existing vacancies, shall be made in accordance with the GPS Board's method of selection resolution, as amended effective February 14, 2022, and as may be amended from time to time in the GPS Board's discretion (Method of Selection Resolution).

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 Gobles 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 Gobles Public Schools Board of Education at a public meeting held on May 23, 2022, 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: Ben Baxter, Erin Phillips, Melanie Martin, Joe DeYoung, Susan Dalton-Akers and Justin Burza

Nays: None

Abstaining: None

Absent: Don Warren

By: Melanie Martin

Melanie Martin, Secretary

SCHEDULE 2

UNITED STATES OF AMERICA

The State of Michigan

Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

MICHIGAN ONLINE SCHOOL

was validly Incorporated on May 22 , 2017 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.

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 27th day of April , 2022.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 22040683209

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

Filed by Corporations Division Administrator Filing Number: 222561430520 Date: 06/09/2022



Form Revision Date 07/201

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: 802004791

The present name of the corporation is: MICHIGAN ONLINE SCHOOL

All former names of the corporation are:

The date of filing the original Articles of Incorporation was: 5/22/2017

ARTICLE I

The name of the corporation is:

MICHIGAN ONLINE SCHOOL

ARTICLE II

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

The purposes for which the corporation is organized are:

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

2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Restated Articles of Incorporation, 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 or any successor law.
b. Federal funds.
c. Donations
d. Fees and charges permitted to be charged by charter schools.
e. Other funds lawfully received.

The Corporation is formed on a Directorship basis.

ARTICLE IV

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

1. Agent Name: ROBERT J. GAVIN, ESQ.

Apt/Suite/Other:	SUITE 160		
City:	FARMINGTON HILLS		
State:	MI	Zip Code:	48331

3. Registered Office Mailing Address:

P.O. Box or Street Address:	34705 W. 12 MILE ROAD		
Apt/Suite/Other:	SUITE 160		
City:	FARMINGTON HILLS		
State:	MI	Zip Code:	48331

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

ARTICLE III (CONTINUED)

IF ORGANIZED ON A NONSTOCK BASIS, THE DESCRIPTION AND VALUE OF ITS REAL PROPERTY ASSETS ARE: NONE.

THE DESCRIPTION AND VALUE OF ITS PERSONAL PROPERTY ASSETS ARE: $1,591,892

ARTICLE V

THE CORPORATION IS A GOVERNMENTAL ENTITY.

THE AUTHORIZING BODY FOR THE CORPORATION IS: GOBLES PUBLIC SCHOOLS ("GPS") BOARD OF EDUCATION ("GPS BOARD"), 210 SOUTH STATE STREET, PO/SUITE 416, GOBLES, MI 49055.

ARTICLE VI

THE MEMBERS OF THE CORPORATION ("CHARTER SCHOOL") BOARD SHALL BE SELECTED BY THE FOLLOWING METHOD:

1. METHOD OF SELECTION AND APPOINTMENT OF CHARTER SCHOOL BOARD MEMBERS:

A. INITIAL CHARTER SCHOOL BOARD MEMBER NOMINATIONS AND APPOINTMENTS: AS PART OF THE CHARTER SCHOOL APPLICATION, THE CHARTER SCHOOL APPLICANT SHALL PROPOSE TO THE DIRECTOR OF THE GPS CHARTER SCHOOLS OFFICE ("CSO DIRECTOR"), THE NAMES OF THE PROPOSED INDIVIDUALS TO SERVE ON THE INITIAL BOARD OF DIRECTORS OF THE PROPOSED CHARTER SCHOOL. WHEN THE CSO DIRECTOR RECOMMENDS AN INITIAL CONTRACT FOR APPROVAL TO THE GPS BOARD, THE CSO DIRECTOR SHALL INCLUDE RECOMMENDATIONS FOR INITIAL CHARTER SCHOOL BOARD MEMBERS. THESE RECOMMENDATIONS MAY, BUT ARE NOT REQUIRED TO, INCLUDE INDIVIDUALS PROPOSED BY THE CHARTER SCHOOL APPLICANT. TO BE CONSIDERED FOR APPOINTMENT, THE NOMINEES MUST HAVE COMPLETED THE REQUIRED BOARD MEMBER CANDIDATE APPLICATION MATERIALS, INCLUDING AT LEAST (I) THE CHARTER SCHOOL BOARD MEMBER APPLICATION OR QUESTIONNAIRE PRESCRIBED BY THE GPS CHARTER SCHOOLS OFFICE; (II) AN INTERVIEW; (III) THE CRIMINAL BACKGROUND CHECK REPORT PRESCRIBED BY THE GPS CHARTER SCHOOLS OFFICE; (IV) REFERENCE CHECKS; AND (V) AN ANNUAL CONFLICTS OF INTEREST DISCLOSURE.

B. SUBSEQUENT NON-EXIGENT CHARTER SCHOOL BOARD MEMBER NOMINATIONS AND APPOINTMENTS: EXCEPT AS PROVIDED IN PARAGRAPH (1)(C) BELOW (EXIGENT APPOINTMENTS), THE CHARTER SCHOOL BOARD MAY NOMINATE INDIVIDUALS FOR SUBSEQUENT CHARTER SCHOOL BOARD OF DIRECTOR POSITIONS. AS PART OF THE APPOINTMENT PROCESS, THE CHARTER SCHOOL BOARD MAY SUBMIT TO THE CSO DIRECTOR: (I) THE NAME OF THE NOMINEE; (II) THE BOARD MEMBER CANDIDATE APPLICATION MATERIALS IDENTIFIED IN PARAGRAPH (1)(A) ABOVE; AND (III) A COPY OF THE CHARTER SCHOOL BOARD NOMINATING RESOLUTION. THE CSO DIRECTOR MAY OR MAY NOT RECOMMEND THE PROPOSED NOMINEE SUBMITTED BY THE CHARTER SCHOOL BOARD. IF THE CSO DIRECTOR DOES NOT RECOMMEND A NOMINEE SUBMITTED BY THE CHARTER SCHOOL BOARD, THE CSO DIRECTOR SHALL SELECT A NOMINEE AND FORWARD THAT RECOMMENDATION TO THE GPS BOARD FOR APPOINTMENT. THE GPS BOARD SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO APPOINT MEMBERS TO THE CHARTER SCHOOL BOARD.

C. EXIGENT APPOINTMENTS: WHEN THE CSO DIRECTOR DETERMINES AN "EXIGENT CONDITION" EXISTS WHICH REQUIRES THE CSO DIRECTOR TO MAKE AN EXIGENT APPOINTMENT TO THE CHARTER SCHOOL'S BOARD OF DIRECTORS, THE CSO DIRECTOR 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 GPS BOARD WHEN A REGULAR APPOINTMENT MAY BE MADE BY THE GPS BOARD AS PROVIDED IN PARAGRAPH (1)(B) ABOVE. THE CSO DIRECTOR SHALL MAKE THE EXIGENT APPOINTMENT IN WRITING AND NOTIFY THE CHARTER SCHOOL'S BOARD OF DIRECTORS OF THE EXIGENT APPOINTMENT. EXIGENT CONDITIONS INCLUDE, BUT ARE NOT LIMITED TO, WHEN A CHARTER SCHOOL BOARD SEAT IS VACANT, WHEN A CHARTER SCHOOL BOARD CANNOT REACH A QUORUM, WHEN THE GPS BOARD DETERMINES THAT A CHARTER SCHOOL BOARD MEMBER'S SERVICE IS NO LONGER REQUIRED, WHEN AN CHARTER SCHOOL BOARD MEMBER IS REMOVED, WHEN AN CHARTER SCHOOL BOARD FAILS TO FILL A VACANCY, OR WHEN OTHER CONDITIONS EXIST THAT WOULD PROHIBIT THE CHARTER SCHOOL BOARD FROM TAKING ACTION WITHOUT SUCH AN EXIGENT APPOINTMENT.

2. QUALIFICATIONS OF CHARTER SCHOOL BOARD MEMBERS: TO BE QUALIFIED TO SERVE ON THE CHARTER SCHOOL 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 GPS CHARTER SCHOOLS OFFICE INCLUDING, BUT NOT LIMITED TO, A GPS CHARTER SCHOOL BOARD MEMBER APPLICATION OR QUESTIONNAIRE AND A RELEASE FOR CRIMINAL HISTORY BACKGROUND CHECK; (D) NOT BE AN EMPLOYEE OF THE CHARTER SCHOOL; (E) NOT BE A DIRECTOR, OFFICER, OR EMPLOYEE OF A COMPANY OR OTHER ENTITY THAT CONTRACTS WITH THE CHARTER SCHOOL; AND (F) NOT BE AN EMPLOYEE OR REPRESENTATIVE OF GPS OR BE A MEMBER OF THE GPS BOARD.

3. OATH /ACCEPTANCE OF OFFICE / VOTING RIGHTS: FOLLOWING APPOINTMENT BY THE GPS BOARD, CHARTER SCHOOL BOARD APPOINTEES MAY BEGIN THEIR LEGAL DUTIES, INCLUDING THE RIGHT TO VOTE, AFTER THEY HAVE SIGNED AN ACCEPTANCE OF PUBLIC OFFICE FORM AND TAKEN THE OATH OR AFFIRMATION OF PUBLIC OFFICE ADMINISTERED BY A JUSTICE, JUDGE, OR CLERK OF A COURT, OR BEFORE A NOTARY PUBLIC.

4. LENGTH OF TERM: AN APPOINTED CHARTER SCHOOL BOARD MEMBER IS AN "AT WILL" BOARD MEMBER WHO SHALL SERVE AT THE PLEASURE OF THE GPS BOARD FOR A TERM OF OFFICE NOT TO EXCEED THREE (3) YEARS; PROVIDED, HOWEVER, THAT THE TERMS OF THE INITIAL POSITIONS ON THE CHARTER SCHOOL BOARD SHALL BE STAGGERED. REGARDLESS OF THE LENGTH OF TERM, TERMS SHALL END ON JUNE 30 OF THE FINAL YEAR OF SERVICE, UNLESS SHORTER DUE TO OTHER PROVISIONS OF THESE RESTATED ARTICLES OF INCORPORATION. A PERSON APPOINTED TO SERVE AS A CHARTER SCHOOL BOARD MEMBER MAY BE REAPPOINTED TO SERVE ADDITIONAL TERMS. WHEN A CHARTER SCHOOL BOARD MEMBER IS APPOINTED TO COMPLETE THE TERM OF SERVICE OF ANOTHER CHARTER SCHOOL BOARD MEMBER, THEIR SERVICE ENDS AT THE END OF THE PREVIOUS CHARTER SCHOOL BOARD MEMBER'S TERM, SUBJECT TO POSSIBLE REAPPOINTMENT.

5. REMOVAL: IF THE GPS BOARD DETERMINES THAT A CHARTER SCHOOL BOARD MEMBER'S SERVICE IN OFFICE IS NO LONGER REQUIRED, THEN THE GPS BOARD MAY REMOVE A CHARTER SCHOOL BOARD MEMBER WITH OR WITHOUT CAUSE AND SHALL SPECIFY THE DATE WHEN THE CHARTER SCHOOL BOARD MEMBER'S SERVICE ENDS.

6. RESIGNATIONS: A MEMBER OF THE CHARTER SCHOOL BOARD MAY RESIGN FROM OFFICE BY SUBMITTING A WRITTEN RESIGNATION TO THE CHARTER SCHOOL BOARD OR BY NOTIFYING THE CSO DIRECTOR. A WRITTEN RESIGNATION TO THE CSO DIRECTOR IS NOT REQUIRED. THE CHARTER SCHOOL BOARD SHALL PROMPTLY FORWARD TO THE CSO DIRECTOR ANY WRITTEN RESIGNATION UPON RECEIPT. THE RESIGNATION (WRITTEN OR ORAL) IS EFFECTIVE UPON RECEIPT BY THE CSO 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 CSO DIRECTOR SHALL CONFIRM A RESIGNATION (WHETHER WRITTEN OR ORAL) IN WRITING TO THE RESIGNING CHARTER SCHOOL BOARD MEMBER.

7. VACANCY: A CHARTER SCHOOL BOARD POSITION SHALL BE CONSIDERED VACANT WHEN A CHARTER SCHOOL BOARD MEMBER:

A. RESIGNS
B. DIES
C. IS REMOVED FROM OFFICE
D. IS CONVICTED OF A FELONY
E. CEASES TO BE QUALIFIED
F. IS DEEMED LEGALLY INCAPACITATED BY A COURT OF COMPETENT JURISDICTION

8. FILLING A VACANCY: THE CHARTER SCHOOL BOARD MAY NOMINATE AND THE CSO DIRECTOR SHALL RECOMMEND OR TEMPORARILY APPOINT PERSONS TO FILL A VACANCY AS OUTLINED IN THE "SUBSEQUENT APPOINTMENTS" AND "EXIGENT APPOINTMENTS" PROCEDURES IN THESE RESTATED ARTICLES OF INCORPORATION.

9. NUMBER OF CHARTER SCHOOL BOARD MEMBER POSITIONS: THE NUMBER OF MEMBER POSITIONS OF THE CHARTER SCHOOL BOARD OF DIRECTORS SHALL BE FIVE (5), SEVEN (7) OR NINE (9), AS DETERMINED FROM TIME TO TIME BY THE GPS BOARD. IF THE CHARTER SCHOOL BOARD FAILS TO MAINTAIN ITS FULL MEMBERSHIP BY MAKING APPROPRIATE AND TIMELY NOMINATIONS, THE GPS BOARD OR DESIGNEE MAY DEEM THAT FAILURE AN EXIGENT CONDITION.

10. MANNER OF ACTING: THE CHARTER SCHOOL BOARD SHALL BE CONSIDERED TO HAVE "ACTED," WHEN A DULY CALLED MEETING OF THE CHARTER SCHOOL BOARD HAS A QUORUM PHYSICALLY PRESENT (OR PARTICIPATING ELECTRONICALLY TO THE EXTENT PERMITTED BY LAW) AND THE NUMBER OF BOARD MEMBERS VOTING IN FAVOR OF AN ACTION IS AS FOLLOWS, OR AS OTHERWISE PROVIDED BY LAW:

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

11. CONSERVATOR; APPOINTMENT BY CSO DIRECTOR: NOTWITHSTANDING ANY OTHER PROVISION OF THESE RESTATED ARTICLES OF INCORPORATION, IN THE EVENT THAT THE HEALTH, SAFETY, AND WELFARE OF THE CHARTER SCHOOL STUDENTS, PROPERTY, OR FUNDS ARE AT RISK, THE CSO DIRECTOR, AFTER CONSULTING WITH THE GPS BOARD, MAY APPOINT A PERSON TO SERVE AS THE CONSERVATOR OF THE CHARTER SCHOOL. UPON APPOINTMENT, THE CONSERVATOR SHALL HAVE ALL POWERS OF A BOARD OF DIRECTORS OF A CHARTER SCHOOL AND ACT IN THE PLACE AND STEAD OF THE CHARTER SCHOOL BOARD. THE CSO DIRECTOR SHALL APPOINT THE CONSERVATOR FOR A DEFINITE TERM, WHICH MAY BE EXTENDED IN WRITING. DURING THE APPOINTMENT, THE CHARTER SCHOOL BOARD MEMBERS ARE SUSPENDED AND ALL POWERS OF THE CHARTER SCHOOL BOARD ARE SUSPENDED. ALL APPOINTMENTS MADE UNDER THIS PROVISION MUST BE PRESENTED TO THE GPS BOARD FOR FINAL DETERMINATION AT ITS NEXT REGULARLY SCHEDULED MEETING. DURING THEIR APPOINTMENT, THE CONSERVATOR SHALL HAVE THE FOLLOWING POWERS: A) TAKE INTO HIS OR HER POSSESSION ALL CHARTER SCHOOL PROPERTY AND RECORDS, INCLUDING FINANCIAL, BOARD, EMPLOYMENT, AND STUDENT RECORDS; B) INSTITUTE AND DEFEND BOARD

ACTIONS BY OR ON BEHALF OF THE CHARTER SCHOOL; C) CONTINUE THE BUSINESS OF THE CHARTER SCHOOL INCLUDING ENTERING INTO CONTRACTS, BORROWING MONEY, AND PLEDGING, MORTGAGING, OR OTHERWISE ENCUMBERING THE PROPERTY OF THE CHARTER SCHOOL AS SECURITY FOR THE REPAYMENT OF THE 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 CHARTER SCHOOL; E) SETTLE OR COMPROMISE WITH ANY DEBTOR OR CREDITOR OF THE CHARTER SCHOOL, INCLUDING ANY TAXING AUTHORITY; F) REVIEW ALL OUTSTANDING AGREEMENTS TO WHICH THE CHARTER SCHOOL IS A PARTY AND TO TAKE THOSE ACTIONS WHICH THE CHARTER SCHOOL 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 CHARTER SCHOOL'S PURPOSES AS SET FORTH UNDER THE CODE OR THESE RESTATED ARTICLES OF INCORPORATION.

ARTICLE VII

NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF OR BE DISTRIBUTABLE TO ITS DIRECTORS, BOARD, OFFICERS, OR OTHER PRIVATE PERSONS, OR ORGANIZATION ORGANIZED AND OPERATED FOR A PROFIT (EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN THE FURTHERANCE OF THE PURPOSES SET FORTH IN ARTICLE II HEREOF). NOTWITHSTANDING ANY OTHER PROVISION OF THESE 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 TO THE GPS BOARD 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 VIII

THE CORPORATION AND ITS INCORPORATORS, BOARD MEMBERS, OFFICERS, EMPLOYEES, AND VOLUNTEERS HAVE GOVERNMENTAL IMMUNITY AS PROVIDED IN SECTION 7 OF ACT NO. 170 OF THE PUBLIC ACTS OF 1964, BEING SECTIONS 691.1407 OF THE MICHIGAN COMPILED LAWS.

ARTICLE IX

THESE RESTATED ARTICLES OF INCORPORATION SHALL NOT BE AMENDED EXCEPT BY THE PROCESS PROVIDED IN THE CONTRACT EXECUTED BY THE CHARTER SCHOOL BOARD AND THE GPS BOARD.

ARTICLE X

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

ARTICLE XI

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

(I) THE AMOUNT OF A FINANCIAL BENEFIT RECEIVED BY A DIRECTOR OR VOLUNTEER OFFICER TO WHICH HE OR SHE IS NOT ENTITLED.
(II) INTENTIONAL INFLICTION OF HARM ON THE CORPORATION, ITS SHAREHOLDERS, OR MEMBERS.
(III) A VIOLATION OF SECTION 551 OF THE MICHIGAN NONPROFIT CORPORATION ACT.
(IV) AN INTENTIONAL CRIMINAL ACT.
(V) A LIABILITY IMPOSED UNDER SECTION 497(A).

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

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

ARTICLE XII

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

(I) THE VOLUNTEER WAS ACTING OR REASONABLY BELIEVED HE OR SHE WAS ACTING WITHIN THE SCOPE OF HIS OR HER AUTHORITY;
(II) THE VOLUNTEER WAS ACTING IN GOOD FAITH;
(III) THE VOLUNTEER'S CONDUCT DID NOT AMOUNT TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT;
(IV) THE VOLUNTEER'S CONDUCT WAS NOT AN INTENTIONAL TORT; AND
(V) THE VOLUNTEER'S CONDUCT WAS NOT A TORT ARISING OUT OF THE OWNERSHIP, MAINTENANCE, OR USE OF A MOTOR VEHICLE FOR WHICH TORT LIABILITY MAY BE IMPOSED UNDER SECTION 3135 OF THE INSURANCE CODE OF 1956, 1956 PA 218, MCL 500.3135.

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

ARTICLE XIII

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

ARTICLE XIV

THESE RESTATED ARTICLES OF INCORPORATION SHALL BECOME EFFECTIVE UPON FILING. HOWEVER, THE CORPORATION SHALL NOT CARRY OUT THE PURPOSES SET FORTH IN ARTICLE II UNLESS/OR UNTIL THE GPS BOARD ISSUES TO THE CHARTER SCHOOL BOARD A CONTRACT TO OPERATE AS A SCHOOL OF EXCELLENCE WHICH IS A CYBER-SCHOOL, AND THE CONTRACT IS EXECUTED BY BOTH THE CHARTER SCHOOL BOARD AND THE GPS BOARD.

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.

◉ (b) These Restated Articles of Incorporation were duly adopted on 5/16/2022 , 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:

◉ 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 6th Day of June, 2022 by:

Signature	Title	Title if "Other" was selected
Sean P. Murphy, Esq.	Authorized Agent	

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

Filed by Corporations Division Administrator Filing Number: 222561430520 Date: 06/09/2022

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF INCORPORATION

for

MICHIGAN ONLINE SCHOOL

ID Number: 802004791

received by electronic transmission on June 06, 2022 ***, is hereby endorsed.***

Filed on June 09, 2022 ***, 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.

LICENSING AND REGULATORY AFFAIRS
Corporations, Securities & Commercial Licensing Bureau
E PLURIBUS UNUM
TUEBOR
SI QUAERIS PENINSULAM AMOENAM
CIRCUMSPICE

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 9th day of June, 2022.

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

SCHEDULE 3

TABLE OF CONTENTS
AMENDED AND RESTATED BYLAWS

AMENDED AND RESTATED BYLAWS OF MICHIGAN ONLINE SCHOOL 1
ARTICLE I. NAME OF CORPORATION 1
ARTICLE II. FORM OF CHARTER SCHOOL 1
ARTICLE III. OFFICES 1
Section 3.01 Principal Office. 1
Section 3.02 Registered Office. 1
ARTICLE IV. BOARD OF DIRECTORS 1
Section 4.01 General Powers. 1
Section 4.02 Method of Selection and Appointment. 1
Section 4.03 Compensation. 1
ARTICLE V. MEETINGS 2
Section 5.01 Annual and Regular Meetings. 2
Section 5.02 Special Meetings. 2
Section 5.03 Notice; Waiver. 2
Section 5.04 Open Meetings Act. 2
Section 5.05 Presumption of Assent. 2
ARTICLE VI. COMMITTEES 3
Section 6.01 Committees. 3
ARTICLE VII. OFFICERS OF THE BOARD 3
Section 7.01 Number. 3
Section 7.02 Election and Term of Office. 3
Section 7.03 Removal. 3
Section 7.04 Vacancies. 3
Section 7.05 President. 3
Section 7.06 Vice-President. 4
Section 7.07 Secretary. 4
Section 7.08 Treasurer. 4
Section 7.09 Assistants and Acting Officers. 4
Section 7.10 Salaries 4
Section 7.11 Filling More Than One Office. 5
ARTICLE VIII. CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS 5
Section 8.01 Contracts. 5
Section 8.02 Loans. 5
Section 8.03 Checks. Drafts, etc. 5
Section 8.04 Deposits. 5
Section 8.05 Voting of Securities Owned by the Charter School. 6
Section 8.06 Contracts Between Charter School and Related Persons. 6
ARTICLE IX. INDEMNIFICATION 6
ARTICLE X. FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING 6
ARTICLE XI. SEAL 7
ARTICLE XII. AMENDMENTS 7
CERTIFICATION 7

AMENDED AND RESTATED BYLAWS
OF
MICHIGAN ONLINE SCHOOL

ARTICLE I. NAME OF CORPORATION

This organization shall be called Michigan Online School (the "Charter School").

ARTICLE II. FORM OF CHARTER SCHOOL

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

ARTICLE III. OFFICES

Section 3.01 Principal Office. The principal office of the Charter School shall be located in the State of Michigan.

Section 3.02 Registered Office. The registered office of the Charter School may be the same as the principal office of the Charter School, but in any event must be located in the State of Michigan, and be the business office of the resident agent, as required by the Michigan Non-Profit Corporation Act. Changes in the resident agent and registered address of the Charter School must be reported to the Michigan Department of Licensing and Regulatory Affairs.

ARTICLE IV. BOARD OF DIRECTORS

Section 4.01 General Powers. The business, property and affairs of the Charter School shall be managed by the Charter School Board of Directors "Charter School Board"). The Charter School Board may exercise any and all of the powers granted to it under the Michigan Nonprofit Corporation Act or pursuant to Part 6E of the Revised School code ("Code"). The Charter School Board may delegate said powers to the officers and committees of the Charter School Board as it deems appropriate or necessary, as long as such delegation is consistent with the Articles, these Amended and Restated Bylaws (the "Bylaws"), the Contract, and Applicable Law.

Section 4.02 Method of Selection and Appointment. Nomination and appointment to the Charter School Board shall be handled in the manner set forth in the Charter School's Amended and Restated Articles of Incorporation.

Section 4.03 Compensation. A Director of the Charter School shall serve as a volunteer director. By resolution of the Charter School Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Charter School Board, subject to the statutes regarding Contracts of Public Servants with Public Entities, Act No. 317 of the Public Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute

concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

ARTICLE V. MEETINGS

Section 5.01 Annual and Regular Meetings. The Charter School Board shall hold an annual meeting during the month of June each year. The meeting shall be held at such time and place as the Charter School Board shall from time to time determine. The Charter School Board may also provide, by resolution, the time and place, within the State of Michigan, for the holding of additional regular meetings, and the Charter School shall have at least six (6) regular meetings each fiscal year. The Charter School shall provide notice of the annual and all regular meetings as required by the Open Meetings Act.

Section 5.02 Special Meetings. Special meetings of the Charter School Board may be called by or at the request of the Charter School Board President or any Charter School Board Director. The person or persons authorized to call special meetings of the Charter School Board may fix the place within the State of Michigan for holding any special meeting of the Charter School Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the Charter School in the State of Michigan, The Charter School shall provide notice of all special meetings as required by the Open Meetings Act.

Section 5.03 Notice; Waiver. The Charter School Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally, mailed, or sent by facsimile or electronic mail to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, facsimile, or electronic mail sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5.04 Open Meetings Act. All meetings of the Charter School Board shall be in compliance with the Open Meetings Act at all times.

Section 5.05 Presumption of Assent. A Director of the Charter School Board who is present at a meeting of the Charter School Board at which action on any Academy matters is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI. COMMITTEES

Section 6.01 Committees. The Charter School Board, by resolution, may designate one or more committees, each committee consisting of one or more Directors selected by the Charter School 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 Charter School Board, except: (i) filling of the vacancies in the officers of the Charter School Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Charter School Board cannot lawfully delegate under the Articles, Bylaws, or Applicable Law. All committee meetings shall be in compliance with the Open Meetings Act at all times. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports the Charter School Board of its activities as the Charter School Board may request.

ARTICLE VII. OFFICERS OF THE BOARD

Section 7.01 Number. The officers of the Academy shall be a President, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Charter School Board.

Section 7.02 Election and Term of Office. The Charter School Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the Charter School Board shall elect the officers annually as terms expire at the annual meeting of the Charter School Board. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officers resigns or is removed in the manner provided in Article IV, Section 4.2.

Section 7.03 Removal. If the GPS Board determines that a Charter School Board member's service in office is no longer required, then the GPS Board may remove a Charter School Board member with or without cause and shall specify the date when the Charter School Board member's service ends.

Section 7.04 Vacancies. A vacancy in any office shall be filled in accordance with Article IV, Section 4.02.

Section 7.05 President. The President of the Charter School shall be a member of the Charter School Board. The President of the Charter School shall preside at all meetings of the Charter School Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Charter School Board attending the meeting shall preside. The president shall be an ex-officio member of all standing committees and may be designated Chairperson of those committees by the Charter School Board. The President shall, in general, perform all duties incident to the office of President of the Charter School Board as may be prescribed by the Charter School Board from time to time.

Section 7.06 Vice-President. The Vice-President of the Charter School Board shall be a member of the Charter School Board. In the absence of the President or in the event of the President's death, inability, or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or the Charter School Board.

Section 7.07 Secretary. The Secretary of the Charter School Board shall be a member of the Charter School Board. The Secretary shall perform, or cause to be performed, the following duties: (a) keep the minutes of the Charter School Board meetings in one or more books provided that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the Charter School's records and of the seal of the Charter School and see that the seal of the Charter School is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or by the Charter School Board.

Section 7.08 Treasurer. The Treasurer of the Charter School Board shall be a member of the Charter School Board. The Treasurer shall perform, or cause to be performed, the following duties: (a) keep charge and custody of and be responsible for all funds and securities of the Charter School; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositors as shall be selected by the Charter School Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the Charter School 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 Charter School Board.

Section 7.09 Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Charter School Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Charter School Board. The Charter School Board Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all restrictions upon the officer to whose office the acting officer is so appointed except as the Charter School Board may, by resolution, otherwise determine.

Section 7.10 Salaries. Officers shall not receive a salary unless the salary has been specifically approved by the Charter School Board, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are Directors of the Charter School may not be compensated for their services. They may, however, be reimbursed for travel and other expenses.

Section 7.11 Filling More Than One Office. Subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the Charter School except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge, or verify any instrument in more than one capacity.

ARTICLE VIII. CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 8.01 Contracts. The Charter School Board may authorize any officer or officers or 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 Charter School . 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 Charter School Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the Charter School , without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the Charter School seal thereto. No contract into, by or on behalf of the Charter School Board, shall in any way bind GPS or impose any liability on GPS, its trustees, officers, employees, or agents.

Section 8.02 Loans. No loans shall be contracted on behalf of the Charter School and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Charter School Board. Such authority may be general or confined to specific instances. No loan or advance to, or overdraft of funds by an officer or member of the Charter School Board otherwise than in the ordinary and usual course of the business of the Charter School , and on the ordinary and usual course of the business or security, shall be made or permitted. No loan entered into by or on behalf of the Charter School Board shall in any way be considered a debt or obligation of GPS or impose any liability on GPS, its trustees, officers, employees, or agents.

Section 8.03 Checks. Drafts, etc. All checks, drafts or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Charter School , shall be signed by such officer(s) or agent(s) of the Charter School and in such manner as shall from time to time be determined by resolution of the Charter School Board.

Section 8.04 Deposits. All funds of the Charter School not otherwise employed shall be deposited within three (3) business days after the receipt of the funds by the Charter School in such banks, trust companies, or other depositories as the Charter School Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 8.05 Voting of Securities Owned by the Charter School. Subject always to the specific directions of the Charter School Board, any shares or other securities issued by another corporation and owned or controlled by the Charter School may be voted at any meeting of security holders of such other corporation by the President of the Charter School Board or by proxy appointed by Treasurer of the Charter School Board or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by the Charter School shall be executed in the name of the Charter School by the President, Secretary, or Treasurer of the Charter School Board without necessity of any authorization by the Charter School Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of the Charter School shall have full right, power, and authority to vote the shares or other securities issued by such other corporation and owned by the Charter School the same as such shares or other securities might be voted by the Charter School Board.

Section 8.06 Contracts Between Charter School and Related Persons. As required by Applicable Law, any Director, Officer, or employee of the Charter School, who enters into a contract with the Charter School, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Complied Laws, shall comply with the public disclosure requirement set forth in Section 3 of the statute.

ARTICLE IX. INDEMNIFICATION

Each person who is or was a member of the Charter School Board, or a trustee, director, officer, or member of a committee of the Charter School and each person who serves or has served at the request of the Charter School as a trustee, director, officer, partner, employee, or agent of any other corporation, partnership, joint venture, trust, or other enterprise, shall be indemnified by the Charter School to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The Charter School 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 Charter School would have power to indemnify such person against such liability under the preceding sentence. The Charter School may, to the extent authorized from time to time by the Charter School Board, grant rights to indemnification to any employee or agent of the Charter School to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X. FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

The fiscal year of the Charter School shall begin on the first day of July in each year. The Charter School Board, subject to the oversight responsibilities of the GPS Board, shall have exclusive control of the budget. The Charter School Board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

ARTICLE XI. SEAL

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

ARTICLE XII. AMENDMENTS

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

CERTIFICATION

The Charter School Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an in an open and public meeting, by the Charter School Board on May 16, 2022 with an effective date of May 16, 2022.

Ellen E McGahey

Ellen McGahey, Board President

SCHEDULE 4

FISCAL AGENT AGREEMENT

This Fiscal Agent Agreement ("Agreement") is part of the Contract issued by the Gobles Public Schools ("District") Board of Education ("GPS Board"), an authorizing body as defined in Section 551 of the Revised School Code, as amended (the "Code"), MCL 380.551(2)(a)(ii), to Michigan Online School ("MOS" or "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 Contract and Section 561(3) of the Code, MCL 380.561(3), the GPS Board, as authorizing body, is the fiscal agent for the Academy; and

WHEREAS, the GPS Board is required, as fiscal agent, to forward any State School Aid payments received from the State of Michigan ("State") on behalf of the Academy to the Academy, MCL 380.561(3).

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 for purposes of this Agreement:

"Academy Account" means an account established by the Academy Board for the receipt of State School Aid Payment at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts 1855, being Section 21.146 of the Michigan Complied Laws.

"Agreement" means this Fiscal Agent Agreement.

"Contract" means the contract to charter a school of excellence operating as a cyber school, which the GPS Board and the Academy Board are entering into.

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

"Other Funds" means any other public or private funds which the Academy receives and for which the GPS Board voluntarily agrees to act as fiscal agent for the limited purpose of receiving Other 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 State School Aid Act of 1979, as amended, net any deductions set forth in Section 2.02 hereof.

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to public school academies for State School Aid Payment pursuant to the State 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 GPS Board is the Fiscal Agent for the Academy for the limited purpose of receiving and transferring State School Aid Payments. By separate agreement, the GPS Board and the Academy Board may also agree that the GPS Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payment from the State as provided in Section 3.02, and transfer State School Aid Payment 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, 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), as further limited by Section 2.3 of the Terms and Conditions, all State School Aid Payment and all Other Funds received on behalf of the Academy to the Academy within three (3) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979, as amended, or applicable State Board rules. The State School Aid Payment 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. **Limitations 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 any State School Aid Payment 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 Payment and Other Funds received by the Academy. The

Fiscal Agent shall have no duty to monitor, account for, or approve expenditures made by the Academy Board.

Section 2.04. **Academy Board Requests for Direct Intercept of State 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 GPS Charter Schools Office: (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 GPS Board.

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 any State School Aid Payment the Academy shall be entitled to receive.

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

ARTICLE IV
ACADEMY DUTIES

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

Section 4.02. **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(s) permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 4.04. **Mid-Year Transfers**. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979, as amended, and 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 any State School Aid Payment 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. This 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 for which the GPS Board acted as Fiscal Agent 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 are from time to time 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 reimbursement.

Acknowledgement of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Gobles Public Schools Board of Education to Michigan Online School.

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

Date: May 17, 2022

01842912.DOCX
Updated: 01/24/2022

SCHEDULE 5

OVERSIGHT, COMPLIANCE AND REPORTING AGREEMENT

This Oversight, Compliance and Reporting Agreement ("Agreement") is part of the Contract issued by the Gobles Public Schools ("GPS" or the "District") Board of Education ("GPS Board"), an authorizing body as defined in Section 551(2)(a)(i) of the Revised School Code, as amended ("Code"), to Michigan Online School ("MOS" or the "Academy"), a school of excellence organized and operating as a cyber school under Part 6E of the Code (collectively, the "Parties").

Preliminary Recitals

WHEREAS, pursuant to the Contract and Code Section 561(1)(d), the GPS Board, as the authorizing body for the Academy, is responsible to ensure that the Contract provides for GPS to oversee the Academy's compliance with the Contract and all Applicable Law, subject to the leadership and general supervision of the State Board of Education over all public education.

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

ARTICLE I
DEFITITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions for purposes of this Agreement:

"Agreement" means this Oversight, Compliance and Reporting Agreement.

"Oversight Responsibilities" means the GPS Board's oversight responsibilities set forth in Section 2.01 of this Agreement.

"Compliance and Reporting Duties" means the Academy's duties set forth in Section 2.02 of this Agreement.

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

ARTICLE II
OVERSIGHT, COMPLIANCE AND REPORTING RESPONSIBILITIES

Section 2.01. **Oversight Responsibilities**. The Superintendent of Gobles Public Schools or designee) may undertake such oversight responsibilities as deemed necessary to fulfill the GPS Board's Oversight Responsibilities, including but not limited to:

a. Monitor and evaluate whether the Academy Board is properly governing the Academy and following the Bylaws set forth in the Contract.
b. Monitor and evaluate the Academy's academic performance and progress toward achieving the educational goals and related measures set forth in Contract Schedule 7 (inclusive of Schedules 7-1, 7-2, 7-4), which shall include data on student growth as measured by assessments and other objective criteria as a significant factor.
c. Monitor and evaluate the Academy's implementation, delivery and support of the educational program and curriculum as set forth in Contract Schedule 7 (inclusive of Schedules 7-1, 7-2 and 7-4).
d. Monitor and evaluate the Academy's application and enrollment procedures as set forth in Contract Schedule 7-5.
e. Monitor and evaluate the Academy's organizational and financial viability.
f. Monitor and evaluate the Academy's fiscal stewardship and use of public resources.
g. Monitor and evaluate the records, internal controls, and operations of the Academy.
h. Monitor and evaluate whether the Academy is staffed with qualified personnel and that appropriate background checks have been conducted.
i. Monitor and evaluate whether the Academy is providing a safe learning environment.
j. Request evidence that the Academy has obtained the necessary permits and certificates to operate as a public school from the applicable governmental agencies, including, without limitation, the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and local health departments.
k. Conduct comprehensive on-site reviews to assess and/or evaluate the Academy's performance.
l. Monitor and evaluate whether the Academy is demonstrating good faith in complying with the Contract, the Code, and all other Applicable Law.
m. Request periodic reports from the Academy regarding any aspect of its operation.
n. Initiate action to amend, revoke, terminate, suspend or reconstitute the Contract.
o. Provide information and support to the Academy.

Section 2.02 Compliance and Reporting Duties. The Academy agrees to fulfill the following Compliance and Reporting Duties:

a. Adopt and properly maintain governing board policies in accordance with Applicable Law.
b. Comply with the reporting and document submission requirements set forth by the GPS Board (or designee), which may include timely compliance with a Master Calendar of Reporting Requirements (MCRR) of the type appended to this Schedule.
c. Comply with any Academy-specific reporting requirements established by the GPS Board (or designee).
d. Comply with the insurance requirements set forth in Article XI of the Terms and Conditions of the Contract.
e. Promptly report any litigation or formal proceedings to the GPS Board (or designee), including, but not limited to, litigation initiated by or against the Academy alleging violation of any Applicable Law. If GPS or the GPS Board is a named party, notify the Superintendent of GPS immediately.
f. The Academy shall not occupy or use any school facility set forth in Schedule 7-8 of the Contract until such facility has received all fire, health and safety approvals required by Applicable Law and, if required, has been approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes, or any applicable successor agency.
g. Permit the GPS Board (or designee) to inspect the records, internal controls, operations or premises of the Academy at any reasonable time.
h. Authorize the GPS Board (or designee) to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, the Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the GPS shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act ("FERPA"), 34 CFR Part 99); Section 1136 of the Michigan Revised School Code, MCL 380.1136; the Michigan Identity Theft Protection Act of 2004; and the Privacy Act of 1974.
i. Upon request, the Academy Board shall provide the GPS Board with a written report, along with supporting data, assessing the Academy's progress toward achieving the educational goals and related measures outlined in Contract Schedules 7-1 and 7-4, including data on student growth as measured by assessments and other objective criteria as a significant factor.

j. Upon request, provide the GPS Board with copies or view access to data, documents or information submitted to the MDE, the Superintendent of Public Instruction, the State Board of Education, the CEPI, or any other state or federal agency.

Section 2.03. **Waiver of Compliance and Reporting Duties**. The GPS Board, or the Superintendent as its authorized designee, may modify or waive any of the Academy's Compliance and Reporting Duties.

ARTICLE III
RECORDS AND REPORTS

Section 3.01. **Records**. The Academy will keep complete and accurate records and reports of its governance and operations in compliance with Applicable law, including the Records Retention and Disposal Schedule for Michigan Public Schools, as may be amended from time to time. These records and reports shall be available for inspection by the GPS Board (or designees) at reasonable hours and under reasonable conditions.

ARTICLE IV
MISCELLANEOUS

Section 4.01. **Administration Fee**. The Academy agrees to pay to the GPS Board an administrative fee in the combined total amount of 3% of the State School Aid Payments received by the Academy in the school year for which the fee is charged, as set forth in Section 2.3 of the Terms and Conditions. This fee shall be retained by the GPS Board from each State School Aid Payment received by the GPS for forwarding to the Academy. This fee shall compensate the GPS Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. By agreement between the GPS Board and the Academy, and pursuant to Code Section 552(10), the GPS Board may provide other services for the Academy and charge a fee for those services, but GPS shall not require such an arrangement as a condition to issuing the Contract.

Section 4.02. **Time of the Essence**. Time shall be of the essence in the performance of obligations imposed from time to time by this Agreement upon the Academy and/or the GPS Board (or designee).

Attachment: SAMPLE Master Calendar of Reporting Requirements (MCRR)

01845009.doc

Master Calendar of Reporting Requirements

July 2022 - June 2023

Due Date	Report Description	Submit Report To	Date Submitted
July 2	Board Adopted 2022-2023 School Calendar/School Day Schedule	GPS	
July 2	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2022-2023	GPS	
July 2	Copy of Notice of Public Hearing for Annual Operating Budget for 2022-2023	GPS	
July 2	Copy of Parent Satisfaction Survey and Results from 2021-2022	GPS	
July 5	Anti Bullying Policy, in accordance with Matt's Safe School Law	GPS	
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2022-2023	GPS	
August 1	Annual Organizational Meeting Minutes for 2022-2023	GPS	
August 1	Board Resolution appointing Chief Administrative Officer for 2022-2023	GPS	
August 1	Annual Board Member Conflict of Interest Statement	GPS	
August 1	Organizational Chart for 2022-2023	GPS	
1-Aug	Board Resolution appointing Freedom of Information Act Coordinator for 2022-2023	GPS	
1-Aug	Board Designated Legal Counsel for 2022-2023	GPS	
31-Aug	4th Quarter Financial Statements -quarter ending 06/30/22	GPS	
Sep 4	Board Approved Student Handbook for 2022-2023	GPS	
Sep 4	Board Approved Employee Handbook for 2022-2023	GPS	
Sep 4	Copy of School Improvement Plan covering 2022-2023 academic year	GPS/MDE	
Oct 1	Questionaires	GPS	
Oct 1	Annual Nonprofit Corporation Information Update for 2022-2023	GPS/LARA	
Oct 5	Student Count Day	GPS/ISD	
t 1-31 as schedu	Onsite Review-Teacher Background Check/Criminal Background Check/Unprofessional Conduct	GPS	
Oct 12	Audited Financial Statements for fiscal year ending June 30 2022. See MDE for due date.	GPS	

12-Oct	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2022 if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	GPS	
12-Oct	~~Annual A-133 Single Audit for year ending June 30,~~ 2022 is required if over $500K in federal funds have been expended. If a single audit is not necessary, a	GPS	
12-Oct	Board Approved Response to Audited Financial Statement Findings and Recommendations	GPS	
October 12	Annual Education Report for 2021-2022 to be presented and submitted at a public meeting	GPS	
October 29	First Quarter Financial Statements-quarter ending 9/30	GPS	
Oct/Nov	School Infrastructure Database (SID)	CEPI	
Oct/Nov	Deadline for MEIS/Single Record Student Database	CEPI	
November 1	Immunizations Record Report	Local HD	
November 14	Submit Financial Information Database	CEPI	
Nov/Dec	Registry of Educational Personnel Submission	CEPI	
c 1-31 as schedu	Onsite Check of Teacher Certification/Criminal Background/Unprofessional Conduct	GPS	
31-Jan	Report-Teacher Certification and Background Check-Michigan Highly Qualified Teacher Verification	GPS	
January 31	2nd Quarter Financial Statements-quarter ending 12/31	GPS	
February 1	Immunication Record Report	Local HD	
February 8	Student Count Day	GPS/ISD	
March	MEIS/Single Record Student Database	CEPI	
March	FS-4731-C Count of Membership Pupils Eligible for Free/Reduced	MDE	
April 26	3rd Quarter Financial Statesments-quarter ending 3/31	GPS	
April 30	Board Approved Amended Budget for 2022-2023		
May 1-31	Onsite Visit Teacher Certification/Criminal Background/Unprofessional Conduct	GPS	
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2022-2023 school year	GPS	

June	MEIS/Single Record Student Database	CEPI	
June	Registry of Educational Personnel Submission	CEPI	
June	School Infrastructure Database (SID)	CEPI	
June 30	Board adopted Letter of Engagement for year ending June 30, 2022 independent financial audit	GPS	
June 30	Board Approved Annual Calendar of Regularly Scheduled Board Meetings, 2022-2023	GPS	
June 30	Board Annual Review of MOS educational goals and curriculum review	GPS	

Gobles Public Schools as Authorizer of Michigan Online School

Ongoing Reporting Requirements

The following documents do no have a set calendar date; however, they require

Due Date	Report Description	Submit To	Last Submission
Articles of Incorporation	Initial document-changes	GPS	
Educational Service Provider Agreements	Initial document-changes	GPS	
Academys Goals	Initial document-changes	GPS	
Lease, Deed, Rental Agreements	Initial document-changes	GPS	
Curriculum/Add or Deletes	Initial document-changes	GPS	
AHERA Management Plan	Initial document-changes	GPS	
Communicable Disease Curriculum (including minutes of Board Approval	Initial document-changes	GPS	
Job Descriptions for all Employee Groups	Initial document-changes	GPS	

Required Policies	Purchasing, Medications, Harassment of Staff, Harassment of Students, , Search and Seizure, Emergency Removal, Suspension and Expulsion of Students, Parent/Guardian Review of Instructional Materials and Observation of Instructional Activity, Board Member Reimbursement of Expenses, Equal Access for Non School Sponsored Student Clubs and Activities, Electronic or Wireless Communication Devices, Preparedness for Toxic Hazard and Asbestos Hazard, Nondiscrimination and Access to Equal Educational Opportunity, Academy Deposit, Parental Involvement, Wellness	GPS	
Date notice is posted	Academy Board Meeting Record of Postings,- cancellations, changes, special meetings, emergency, Must include time/date of actual posting	GPS	
8 business days after Board Meeting per OMA	Draft MOS Board Meeting Minutes and Resolutions of regular, special and emergency board meetings	GPS	
5 business days after Board approval per OMA	Approved MOS Board Meeting Minutes and Resolutions of regular, special & emergency board meetings	GPS	
30 business days after Board approval	Board Adopted Annual Operating Budget for 2022-2023 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	GPS	
14 business days after Board approval	Oath of Office and written acceptance for each Board Member	GPS	
10 business days after Board approval	Board adopted *Amended* Budget and General Appropriations Resolution	GPS	
Within 10 after months end	Completion of Financial Statements	GPS	
3 days prior to Board meeting	Financial Statements submitted to MOS Board	MOS Board	
Within 5 days after MOS Board approved financials	Board Approved Financial Statements	GPS	

10 days of receipt	Correspondence from the Michigan Department/State Board of Education requiring a formal response	GPS	
10 days of receipt	Correspondence from the Health Department requiring a formal response	GPS	
10 days of receipt	Written notice of litigation or formal proceedings involving MOS	GPS	
30 days prior to board execution	Board proposed draft Education Management Company agreements or amendments thereto	GPS	
5 business days of receipt	Request of Responses to Freedom of Information Requests	GPS	

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

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

1. Copy of the Contract issued by the GPS Board of Education to the Academy
2. Copies of the executed Constitutional Oath of Public Office and Acceptance of Office form for each serving Academy Board member
3. List of currently serving Academy Board members with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. List and copies of bills paid for amounts of $10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the GPS Charter Schools Office
11. Copy of curriculum and other educational materials given to the GPS Charter Schools Office
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with Educational Service Provider
17. Copy of Academy Board approved services contract(s)
18. Copies of all health and safety reports and certificates required for the Academy, including:
    a. Office of Fire Safety certificate of occupancy for all Academy facilities

b. MDE letter of continuous use (if required)

c. County Health Department food service permit (if required)

d. Asbestos inspection report and asbestos management plan (if required)

e. Boiler inspection certificate and lead based paint survey (if required)

f. Phase 1 or other applicable environmental report (if required)

19. List of current Academy teachers and school administrators with their individual salaries

20. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff

21. Evidence of fingerprinting, criminal background and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators

22. Academy Board approved policies

23. Copy of the annual financial audit and any management letters issued to the Academy Board as part of the audit

24. Proof of insurance as required by the Contract

25. 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

26. Any other information specifically required under the Revised School Code, as amended

B. The Agreement between the Academy Board and any Educational Management Organization (EMO), a/k/a Educational Services Provider (ESP), shall contain a provision requiring the EMO or ESP 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 for the Academy Board to enable the Academy Board to comply fully with its obligations under the Contract Terms and Conditions.

The information listed in this Schedule 6, which is required to be collected, maintained, and made available to the public and GPS in accordance with Applicable Law and the Contract, shall be submitted to the GPS Charter Schools Office or in accordance with the Master Calendar of Reporting Requirements (MCRR) or upon request.

SCHEDULE 7-1

Educational Goals and Programs

Overview of Michigan Online School Academic Program

The Michigan Online School's mission is to deliver a high quality, technology-based education that provides the skills and knowledge for students to exceed. The vision is to transform education- one student at a time.

Michigan Online School is dedicated to providing students and families with an online learning environment that can meet individual students' unique needs and their unique schedules. The goal of Michigan Online School is to create a school that enables all of its students to become self-motivated, competent, lifelong learners. Our program features a curriculum that is fully accessible online with all core subjects and electives delivered both synchronously and asynchronously via the Internet.

The fundamental elements of the Michigan Online School program include:

- **Graduation Success Plan** - Each student's prior academic results will be obtained from their prior schools, if applicable. This information is utilized by teachers, counselors, and advisors to collaborate with students and parents/guardians to develop a Graduation Success Plan (GSP). This is a living document, revisited often, and further developed into a roadmap for college and/or career success.
- **Advisement and Support:** Upon enrollment, advisors work with the family to discuss goals and formulate a plan to meet those goals for academic progress, graduation, and beyond. In collaboration with the teachers, the Academic Advisor regularly monitors student progress as a whole and provides the structure, motivation and pacing needed for the student to meet the goals of the GSP.
- **Asynchronous and Live Instruction:** Michigan Online School's classes are a combination of asynchronous instruction and live sessions led by Michigan certified teachers, with frequent assessment and feedback.
- **Michigan Aligned Curriculum:** The curriculum offered by ACCEL Schools will be fully aligned to the Michigan State Standards and will fully meet or exceed the Michigan Merit Curriculum. It is a diverse and competitive offering of courses rooted in the best design practices in online learning for students in grades K-12
- **Balanced Assessment System:** Michigan Online School will implement a balanced assessment system in order to determine student educational needs and measure improvement in performance over time. Students participate in state required benchmark assessments, M-STEP, WIDA, PSAT, SAT, and Early Literacy and Math assessments. At Michigan Online School students participate in short cycle assessments, formative assessments, and summative assessments.
- **Safe and Supportive Environment:** Student safety is a priority at the Michigan Online School. Our online resources and communication tools are secure and password protected. The online community and classrooms will contain
  contain elements of social emotional learning designed to focus on the whole child.

Unlike many of today's remote learning options, the Michigan Online School model is built specifically to the online medium and incorporates a wide variety of digital resources and presentation avenues, including audio, animation, and images to keep students interested and

engaged. It is designed to capitalize on instructional best practices that a virtual school has to offer and will accommodate the needs of a diverse set of learners.

Michigan Online School Goals

Academic Goals: Michigan Online School Academic Goals are listed below. These were developed through review of prior year Michigan Online School achievement results and recommended goals from the Michigan Department of Education. Additionally, the school has created a student engagement goal as measured by regular attendance.

Goal 1: Course Passing Rates
Definition: % of All Student Group Passing Courses

Subject	SY 2022-2023	SY 2023-2024	SY 2024-2025	SY 2025-2026	SY 2026-2027
English Language Arts	65%	68%	71%	74%	77%
Mathematics	59%	62%	65%	68%	71%
Science	63%	66%	69%	72%	75%
Social Studies	67%	70%	73%	76%	79%

Goal 2: Proficient or Advanced on State Assessments
Definition: % of All Student Group Scoring Proficient or Advanced on M-STEP exams

Subject	SY 2022-2023	SY 2023-2024	SY 2024-2025	SY 2025-2026	SY 2026-2027
English Language Arts	59%	61%	63%	65%	67%
Mathematics	52%	54%	56%	58%	60%
Science	52%	54%	56%	58%	60%
Social Studies	57%	59%	61%	63%	65%

Goal 3: Student Engagement as Measured by Regular Attendance:

	SY 2022-2023	SY 2023-2024	SY 2024-2025	SY 2025-2026	SY 2026-2027
Regular Attendance %	96%	96%	96%	96%	96%

Goal 4: College and Career Measures

	SY 2022-2023	SY 2023-2024	SY 2024-2025	SY 2025-2026	SY 2026-2027
Four Year Cohort Graduation Rate- All Students	43%	46%	49%	52%	55%

Non-Academic Goals: Michigan Online School has set two other goals that support the success of the academy.

Goal 1: Overall Parent Satisfaction Rates- Parents/guardians must be partners for a cyber school of excellence to be successful. Success includes parents' satisfaction rates as measured by regular (not less than annual) surveys.

SY 2022-2023	SY 2023-2024	SY 2024-2025	SY 2025-2026	SY 2026-2027
82%	84%	85%	85%	85%

Goal 2: Students are prepared for learning as evidenced by participation in orientation conducted by Success Coaches and teachers.

SY 2022-2023	SY 2023-2024	SY 2024-2025	SY 2025-2026	SY 2026-2027
95%	100%	100%	100%	100%

SCHEDULE 7-2

Curriculum and Instruction

Educational Design

Full-time virtual school programs are very dependent on the integrated curriculum and data systems that enable the educational program to be delivered. Michigan Online School will be using ACCEL's unique virtual school ecosystem, along with talented Michigan teachers trained in national online learning best practices, to deliver the educational program. ACCEL does not focus on building a proprietary system, because often those systems are not equipped to meet state-specific needs and the program cannot stay agile. With constant technological shifts, a proprietary system can't keep up. ACCEL focuses on integrating the systems and data all in one spot to create a 360-degree view of each student while establishing seamless availability of all content and functionality. This data driven investment puts instructional data at the fingertips of Michigan Online School teachers and is an option that is not available at other districts in the entire state.

ACCEL Schools' learning ecosystem, the ACCEL Management Platform (AMP) for Education, integrates the best available courses inside the powerful Learning Management System (LMS) and integrated Student Information System (SIS). The innovative advantages of AMP are outlined below:

- Single sign-on experience includes curriculum and web-based resources inside each course.
- Synchronous and asynchronous lessons support student-centered learning.
- Real-time progress monitoring provides instantaneous access to standards-aligned and performance-based data on each student so teachers can target students in need and individualize support with small group or one-on-one instructional support.
- Teachers can customize homepages, modules, and gradebooks, individualize assignments and learning pathways, create and monitor discussion boards, schedule and host live sessions, provide feedback, and email students.
- Teachers can monitor student engagement with access to course analytics displaying trends in student log-in, missing work, grades, and course interaction.
- Guardians can support engagement with an observer account to contact staff and view all progress - without the ability to take any action on behalf of the student.

There is true innovation in that ACCEL leverages a sophisticated 3-part Curriculum Curation process to create a fully aligned curriculum available within AMP.

1. First, curriculum partners are vetted for alignment to Michigan state standards, including best-in-class courses from Accelerate Education, eDynamic Learning, StrongMind and FlexPoint from Florida Virtual School (FLVS).

2. Next, the curriculum team conducts a thorough gap analysis. When gaps are identified, additional state-aligned content is curated from the cache of supplemental curricula.

3. Lastly, the team provides differentiated content aligned to state standards, available above and below grade level for critical concepts.

This comprehensive approach creates a 100% aligned, fully customizable, robust online curriculum available within AMP and not offered anywhere else.

AMP Reporting:

a. **Report Cards**- ACCEL Schools will customize the report card design based on the Michigan Online School needs/requirements. The middle and high school use traditional report cards and K-5 will use standards based report cards.

b. **Mass communications**- ACCEL Schools utilizes K12 Swift that allows its partner schools to send mass communications from the PowerSchool LMS. Schools can send automated messages as well as on-demand messages and then review reports on how many calls were answered, etc. It is also possible to add notifications in the LMS to reach everyone who logs in.

c. **Education Development Plan Generation & Monitoring**- Michigan Online School uses Xello to help monitor graduation/career goal plans and college readiness. This tools allow for customizable solutions – they live outside the SIS.

d. **Credits earned by course**- "Historical Grades" report details all grades stored in the system (current as well as transfer grades from former schools) and the credits earned, if any. School staff can see this information on the Counselor Dashboard in Power School and teachers can see this in the Teacher Dashboard in Power Teacher Pro.

e. **Attendance monitoring including truancy**- There are multiple reports that can be used to monitor attendance for the entire school as well as a search function for individual students who have met thresholds. The "Consecutive Absence Report" searches and provides a list of students who have a set amount of consecutive absences. The "Attendance Count Report" searches and provides a list of students by a specific number and specific codes as

needed (Ex. Students with 10 or more unexcused absences, Students with 5 or more suspensions, etc.). The "Attendance Summary Report" can show student attendance percentages and the "Attendance Dashboards" daily detailed student attendance totals. These reporting features allow Michigan Online School to communicate with parents immediately and consistently about their child's attendance.

f. **Course Scheduling**- The AMP Platform has the capability to do both single student and mass/group scheduling which makes the student scheduling process much easier, especially for virtual schools that serve statewide populations. It has the ability to filter by period, term, teacher, or course to easily find the class you need and then just click the name of the course and it schedules.

g. **Transcript generation**- Transcripts can be generated on demand per student or in groups. ACCEL Schools will customize the transcript design depending on state and Michigan Online School level requirements.

h. **Michigan Merit Curriculum requirement monitoring**- Student graduation progress is tracked in the Graduation Progress Tracking screen. This is customizable per state/school requirements, diploma type, etc. This tracks credits earned at the school as well as transfer credits. It also tracks progress in each of the course requirements as well as overall credits.

Core Curriculum

For core content, courses are curated from four primary curriculum providers: Accelerate Education, StrongMind, eDynamic Learning and Flex Point from FLVS. Descriptions for each vendor that show validity and reliability as providers are found below:

1. Accelerate Education (AED) is the course provider for grades K-5 and credit recovery courses. The company was founded in 2011 and is an accredited, leading vendor providing standards-based core curriculum courses in original credit, credit recovery, and independent study formats for all grade levels. AED courses meet the needs of at-risk and high achieving students who need a personalized education that was not provided to them in a traditional classroom setting. They also provide the opportunity for remediation and intervention through the IDEAL learning library, giving teachers the ability to assign specific courses to students as needed and allowing students to fully navigate goals at their pace. In this way, AED's curriculum provides individualized learning paths for all students to offer a unique experience for academic success.

2. StrongMind (SM) is the primary course provider for grades 6-12. The company has been serving students since 2001, offering an award-winning, rigorous, and customizable digital curriculum with general courses and electives in 6th-12th grade. All courses integrate simulations, games, and interactive content to ensure creativity and critical thinking. Embedded Project-Based Learning activities promote communication and collaboration. SM's courses incorporate simulations and other interactive content to help students think creatively and critically. Communication and collaboration highlight engaging content using discussion boards and project-based lessons. Teachers can assign projects to groups, or students can complete them individually and reflect later. SM's backward-designed curriculum was published in 2017. A study that compared a traditional curriculum design model to backward design suggests teachers using backward-designed curriculum outperform teachers using a traditional curriculum (Kelting-Gibson, 2005). Lessons using backward design scored higher on critical components including knowledge of content and pedagogy, selection of instructional goals, the design of coherent instructions, and assessment of student learning. The first client using the new format witnessed immediate growth. 8th grade students' exams in Math increased from 74% to 79% and in English from 64% to 72% as compared to scores using the previous provider. Read more at https://www.strongmind.com/impact-of-strongmind-curriculum-on-student-growth/

3. eDynamic Learning (eDL) is the course provider for 6-12 elective and CTE courses. The company is a teacher-founded and award-winning company that uses teachers and subject matter experts to develop coursework that leads to industry-related certifications. With nearly 200 courses, they are the largest publisher of CTE and elective courses in North America. All eDL courses employ backward design methodology to support best practices on the learning of today's students. Each lesson is chunked into small portions and resources include diagrams, videos, slideshows, and other interactive elements to increase engagement. Teachers can provide more personalization for students by customizing any course, unit, or lesson to incorporate additional components such as videos, documents, links, and other media elements.

4. Florida Virtual School (FLVS) is the course provider for some core, electives and Advanced Placement courses. Founded in 1997, FLVS provides a robust, award-winning curriculum designed to meet the unique needs of students and be inclusive of cultural diversity, representing all races, cultures, ethnicities, abilities, and genders. All Flexpoint FLVS courses align with the iNACOL (now Aurora Institute) standards. FLVS course design includes several modern pedagogical philosophies, critical thinking, and real-world application of skills. As part of the scope and sequencing work, cognitive complexity for each learning target is identified using Webb's Depth of Knowledge (DoK) Guide and carried into learning activities and assessments. Through the curriculum design process, student focus groups of diverse populations are frequently engaged for input on course

content, images, and design elements. All courses undergo more than 450 hours of rigorous review and testing, both during development and after completion, ensuring accuracy and adherence to state and national standards.

ACCEL ensures that course content and resources are current, reviewed, and revised when necessary. Using assessments and data strategy, weaknesses in the course are identified and addressed. Course efficacy is evaluated and explored in white papers and scholarly research. Courses are regularly updated if inaccuracies are found. Courses are regularly versioned to reflect the most up-to-date information. Courses are reviewed using research-based practices and effective use of feedback. A complete list of the NCAA-approved courses can be found on the NCAA Eligibility Center website.

Supplemental Curriculum Providers

Michigan Online School offers a large cache of supplemental curricular resources for teachers and students to address a wide range of learners. They have been strategically selected to support the curriculum and are integrated within AMP through a Single Sign On (SSO) experience. Additional programs can be integrated as long as the technical specifications are supported. The variety of supplemental resources available is illustrated in the graphics to follow.

AMP Assessments & Supplemental Tools

All resources can be found in any course you teach on Canvas!

Supplemental	Grade Level	Type of Tool (* denotes Lesson Plans available)	Recommended Uses
i-Ready Diagnostic	Diagnostic: K-12 Math and ELA	Diagnostic, computer adaptive assessment	•Identifying individual strengths and weaknesses •Use data to make goals for individual students, classes, and growth scores
i-Ready Instruction	K-8 Instruction + Teacher Toolbox: Math, ELA	*Resources for each standard for each stage of learning	•Lesson plans and videos for correlated to state standards •Ideas for all phases of learning •Reteaching and small group
IXL	K-12: Math/ELA Grades 2-8: Sci/Soc	Individualized fluency practice based on identified strengths and weakness	•Individualized Fluency/practice with skills and content •Reteaching incorporated when needed
BrainPOP	K-12 Math, ELA, Social Studies, Selected Electives	*Videos, quizzes, primary reading sources, vocabulary cards, coding, and concept mapping. *BrainPop for Educators also offers lesson planning feature!	•Have students create maps and apply what they're learning •Quick mini lesson •Games to review content •Graphic organizers
newsela	3-12 ELA *Contains content relevant for Science, Social Studies and some electives	Levelled reading passages with quizzes – the same article presented in different Lexile levels	•Engaging topics to review informational text standards and differentiate by Lexile level •Support co-curricular conversations
Khan Academy	K-12 ELA, Math, High school Science	Resources for review/re-teaching of standards	•Reteaching and Individual practice/review •Self-paced videos and quizzes for each grade, subject, topic

Pear Deck	K-12 Any subject	A Google Add-on to any Google Slides to enrich learning experience (Find it in Google Apps)	• Engaging ALL students during direct instruction-requiring participation and interaction • Give and receive immediate feedback throughout lesson delivery • Individualized copies of guided notes straight to students' Google Drive
Kahoot!	K-12 All	Interactive, competitive quiz/review	• Competitive, fun review of standards • Review game with groups • Quizzes or exit tickets
GoNoodle	K-12 All	Hundreds of videos to use for Brain Breaks	• Intentional use for transition times • Videos promote movement and mindfulness • Songs to support class content
CK-12	K-12 All; mostly science and math	*Lessons, videos, simulations, articles...	• Text, videos, quizzes & pages • Bring science concepts to life with simulations • Interactive articles to present concepts
PhET	K-12 Science	PLIX Interactives science lab experiences	• Create interactive lab experiences virtually when resources/materials aren't available
iCivics	3-12 Social Studies: US History and Gov	*Lessons, games, simulation resources, videos	• Lesson plans • Facilitate simulations to bring concepts to life in class • Games to practice concepts
typing.com	K-12 All	Keyboarding and digital resources that support all content areas	• Keyboarding practice- with scope and sequence included • Digital citizenship • Formatting and support for all content areas
Sora	K-12 ELA	Digital Library for students to check out books	• Student choice of e-books and audio books to use for Independent Reading Time • Find passages to use as a mentor text for read alouds or writing lessons
Raz-Kids	K-3 ELA	Levelled reading resources	• 800+ levelled e-books, guided reading lesson plans for levelled books provide a scaffolded approach
Code.org	K-12 Computer Science	Lessons and videos for elementary, middle and high school	• Coding lessons that cross across varies content areas • Arranged by courses in a sequence that builds

Teachers can pull standard-aligned supplemental materials when performance data or best practices in instruction suggest its necessity. A snapshot of this process is shown below.

6th Grade Social Studies (Michigan)

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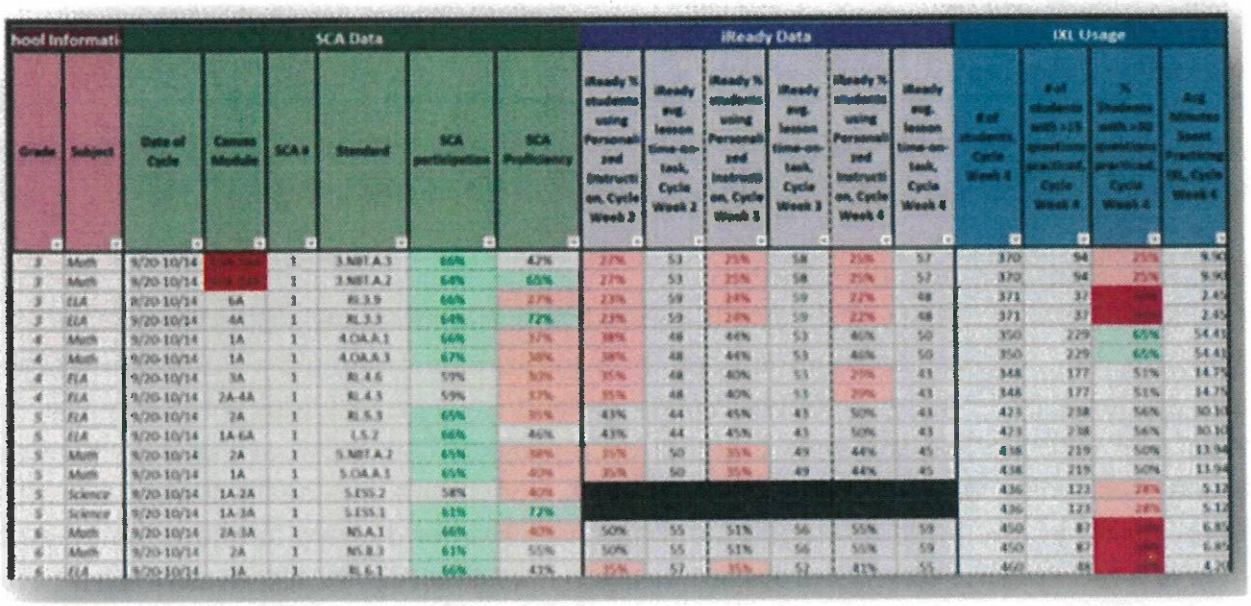
Standard	Michigan ID	IXL Support	BrainPop Support	Newsela	iCivics	Additional Resources
Public Discourse, Decision Making, and Citizen Involvement	SOC.6.6 - P3.1.1			My State, My Community: Michigan		
	SOC.6.6 - P4.2.1					Civics, Government, and Global Politics
	SOC.6.6 - P4.2.2			My State, My Community: Michigan		Civics, Government, and Global Politics
	SOC.6.6 - P4.2.3			My State, My Community: Michigan		

Monitoring Curriculum

ACCEL will regularly monitor the effectiveness of its curriculum. Accel has a curriculum data analyst dedicated to this task and has created a strategy to pinpoint areas in the curriculum that may be weaknesses based on performance and usage data. Accel meets with principals bi-weekly and the Head of School monthly to discuss curriculum, including concerns, so we can mitigate any issues and collaborate with solutions in real-time.



hool Informati		SCA Data						iReady Data						IXL Usage			
Grade	Subject	Date of Cycle	Canvas Module	SCA #	Standard	SCA participation	SCA Proficiency	iReady % students using Personalized Instruction, Cycle Week 2	iReady avg. lesson time-on-task, Cycle Week 2	iReady % students using Personalized Instruction, Cycle Week 3	iReady avg. lesson time-on-task, Cycle Week 3	iReady % students using Personalized Instruction, Cycle Week 4	iReady avg. lesson time-on-task, Cycle Week 4	# of students, Cycle Week 4	# of students with >15 questions practiced, Cycle Week 4	% Students with >30 questions practiced, Cycle Week 4	Avg Minutes Spent Practicing IXL, Cycle Week 4
3	Math	9/20-10/14	[redacted]	1	3.NBT.A.3	66%	42%	27%	53	25%	58	25%	57	370	94	25%	9.90
3	Math	9/20-10/14	[redacted]	1	3.NBT.A.2	64%	65%	27%	53	25%	58	25%	57	370	94	25%	9.90
3	ELA	9/20-10/14	6A	1	RI.3.9	66%	27%	23%	59	24%	59	22%	48	371	37	[redacted]	2.45
3	ELA	9/20-10/14	4A	1	RL.3.3	64%	72%	23%	59	24%	59	22%	48	371	37	[redacted]	2.45
4	Math	9/20-10/14	1A	1	4.OA.A.1	66%	37%	38%	48	44%	53	46%	50	350	229	65%	54.41
4	Math	9/20-10/14	1A	1	4.OA.A.3	67%	38%	38%	48	44%	53	46%	50	350	229	65%	54.41
4	ELA	9/20-10/14	3A	1	RI.4.6	59%	50%	35%	48	40%	51	39%	43	348	177	51%	14.75
4	ELA	9/20-10/14	2A-4A	1	RL.4.5	59%	37%	35%	48	40%	51	39%	43	348	177	51%	14.75
5	ELA	9/20-10/14	2A	1	RL.5.5	65%	35%	43%	44	45%	43	50%	43	423	238	56%	30.16
5	ELA	9/20-10/14	1A-6A	1	L5.2	66%	46%	43%	44	45%	43	50%	43	423	238	56%	30.16
5	Math	9/20-10/14	2A	1	5.NBT.A.2	65%	38%	35%	50	35%	49	44%	45	438	219	50%	13.94
5	Math	9/20-10/14	1A	1	5.OA.A.1	65%	40%	35%	50	35%	49	44%	45	438	219	50%	13.94
5	Science	9/20-10/14	1A-2A	1	S.ESS.2	58%	40%							436	123	28%	5.12
5	Science	9/20-10/14	1A-3A	1	S.ESS.1	61%	72%							436	123	28%	5.12
6	Math	9/20-10/14	2A-3A	1	NS.A.1	66%	40%	50%	55	51%	56	55%	59	450	87	[redacted]	6.87
6	Math	9/20-10/14	2A	1	NS.B.3	61%	55%	50%	55	51%	56	55%	59	450	87	[redacted]	6.87
6	ELA	9/20-10/14	1A	1	RL.6.1	66%	42%	35%	57	35%	57	41%	55	460	88	[redacted]	4.29

Assistive Technologies in the Curriculum

Michigan Online School's courses are compatible with a range of Assistive Technologies.

StrongMind courses are designed to meet Web Content Accessibility Guidelines (WCAG) 2.1 A & AA and Section 508 of the Rehabilitation Act.

eDynamic courses are designed to meet Web Content Accessibility Guidelines (WCAG) 2.0 AA. This includes such features as:

- high-contrast typeface and color palettes for better readability
- responsive design for use on different devices
- allowing resizing of text
- ensuring all text is readable by screen readers such as JAWS or NVDA
- hierarchical HTML structure for easy keyboard navigation
- clearly written alt tags for images
- captions and/or transcripts for audio and video clips
- easy to comprehend, conversational tone for learners of all cognitive abilities

Accelerate Education courses include Text-to Speech software to help students who may have deficiencies or trouble reading. The courses also include Audio-to-Text translation software allowing for both text and audio translations in multiple languages.

Canvas LMS has been evaluated by WebAIM, a third-party authority in web accessibility, according to WCAG 2.1 standards. Testing is regularly conducted using automated tools, assistive technology (such as screen readers, keyboard testing, etc.), and coding best

practices. As of August 2018, WebAIM certifies Canvas to be substantially conformant with Level A and Level AA of the Web Content Accessibility Guidelines version 2.0.

Additionally, StrongMind, Accelerate Ed, and the Canvas LMS also provide for language translation with built in tools allowing for translation into dozens of languages.

Webinar Platform- Big Blue Button

Michigan Online School will provide live instruction through the Big Blue Button Webinar Platform. The webinar software is used for synchronous collaboration between teacher and students and among students. When working on a project, students can go to the teacher's virtual office and work together on a project. They have use of a whiteboard, typed chat, voice chat and webcams to do this. Documents can be file transferred while in an online session and the moderator can share his/her desktop to show, in real-time, how to accomplish a task. If the student is given moderator rights, the student will be able to share his/her desktop or application with other students. Multiple students can all edit a document at the same time and can all view the changes simultaneously, if given permission to do so. Additionally, if a teacher is holding a whole-class meeting in his/her virtual office, he/she can create "breakout" rooms where collaborative groups can meet to discuss a project or work on content.

Michigan State Standards and MMC graduation requirements

The curriculum offered by ACCEL Schools will be fully aligned to the Michigan State Standards. Michigan Online School will be provided a database tool allowing teachers to easily find content and lessons against the Michigan State Standards to personalize learning gaps for students.

The curriculum offered by ACCEL Schools will also fully meet or exceed the Michigan Merit Curriculum (MMC). It is a diverse and competitive offering of courses rooted in the best design practices in online learning for students in grades K-12. Below is a list of the MMC requirements and the course offerings that would meet each requirement for high school graduation.

Required Classes for MMC Graduation	
English/Language Arts	4 credits *Accel Offering: English 9, English 10, English 11, English 12*
Mathematics	4 credits (to include Algebra I, Geometry, Algebra II, and a fourth math course) *Accel Offering: Pre-Algebra, Algebra I,*

	Geometry, Algebra II, College Mathematics Preparation, Financial Mathematics, Applied Mathematics
Science	3 credits (to include Biology, Chemistry or Physics and an additional course) *Accel Offering: Biology, Chemistry, Physical Science*
Social Studies	3 credits (World History and Geography, US History and Geography, .5 credit Government and .5 credit Economics) *Accel Offering: World History, US History, US Government, Economics*
Physical Education	.5 credit *Accel Offering: Physical Education, Personal Fitness*
Health	.5 credit *Accel Offering: Health*
Visual/Performing/Applied Arts	1 credit *Accel Offering: Art History: Modern, Art History: Origins, Fashion Design, Interior Design, Graphic and Web Design, Photography Basics*
World Language	2 credits *Accel Offering: Spanish 1, Spanish 2, Spanish 3*
Electives	4 credits *Accel Offering: In addition to the arts electives above, Gaming Unlocked, Criminology and Forensics, Entrepreneurship, Principles of Marketing;* *Additional electives are available.*

Assessment Strategy

A robust assessment plan is the cornerstone of any successful instructional program. To verify curricular alignment, ensure instructional efficacy, and monitor student learning, schools must employ a balanced assessment system that includes several testing methods. Michigan Online School implements numerous assessment tools for students. These testing methods determine what students are learning, how teachers are teaching, and what instructional and curricular decisions must be made regarding scaffolding, alignment, adjustments, and interventions.

School leaders plan for a balance of diagnostic, formative, interim, and summative assessments. In this way, assessment results identify students in need of intervention, offer feedback to teachers about instructional practice, and verify curricular strengths and weaknesses. Teachers access student assessment results in trackers that use color-coded formatting to determine individual student needs and group trends. Teachers use this data to inform student groupings and differentiated plans for targeted instruction.

Michigan Online School surrounds students with ongoing opportunities to show growth towards mastery. Our single standard, short-cycle assessments are given in a pre-test and post-test model every 2-4 weeks. They allow teachers to see the needs of their students both before and after instruction, or after working through an intervention cycle. The data provided by these short, six-question assessments also allow teachers to differentiate the level of rigor to accommodate the learning needs of all students. In addition, having an assessment comprised of on-grade level standards allows the school to look at the curriculum and evaluate any weaknesses or areas where students in that year may need additional support built directly into their courses.

With the support from a computer-adaptive benchmark assessment given three times per year, consistent data touchpoints on where students are year-round help create a cycle of data that incorporates the best practices in assessment. By providing early feedback to students throughout the year on all assessments, schools allow for year-round support to master the Michigan standards.

ACCEL SCHOOLS

National Standards for Quality Online Programs
Self-Evaluation Form
April 2022

RATINGS 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:	Some standards may not apply to all types of programs

STANDARD A: MISSION STATEMENT

A mission statement of a quality program clearly conveys its purpose and goals. It serves as the basis for the program's day-to-day operations, as well as a guide for its strategic plans for the future. Communication between— and buy-in from—stakeholders is a critical component of a mission statement.

A1 The mission statement gives the purpose of the program or organization, is clear and concise in articulating who the program or organization is, what it does, and whom it serves.	5	**4**	3	2	1	N/A
A2 The mission statement indicates that learning is the focus of the program or organization.	**5**	4	3	2	1	N/A
A3 The mission statement demonstrates a commitment to measurable quality and accountability to stakeholders.	5	4	**3**	2	1	N/A
A4 The mission statement is made available to the public.	**5**	4	3	2	1	N/A
A5 The mission statement is reviewed periodically by program leadership.	**5**	4	3	2	1	N/A

Comments/Evidence: The mission of Michigan Online School is "To deliver a high quality, technology-based education that provides the skills and knowledge for students to succeed." The board may want to consider whether it wants to mention that the school is public, serves children in specific grades, and what success for students looks like/is measured. The mission statement is displayed on the school's webpage and is reviewed periodically by the school leadership. The current mission is not measurable; however, during our work on reauthorization, the Board and school leadership teams have expressed interest in re-formulating the vision and mission to more fully encompass the school's work on the whole child-academics and general well-being. A draft of this updated statement is available in the reauthorization narratives.

STANDARD B: GOVERNANCE

A quality program will have a clear governance structure with transparent roles and responsibilities designed to ensure long-term success and sustainability.						
B1 Governance members are knowledgeable about K-12 online learning.	5	4	3	2	1	N/A
B2 Governance members ensure the program or organization is adequately resourced through securing and/or approving resource allocations in a manner that aligns with the mission, vision, and strategic goals of the program or organization.	5	4	3	2	1	N/A
B3 Programmatic or organizational bylaws clearly define the unique roles of the governance and leadership teams. Each of these groups works within the established guidelines.	5	4	3	2	1	N/A
B4 Governance members collaborate with the leadership team who implements the policies and procedures that are in compliance with state educational statutes and/or regional accrediting agencies.	5	4	3	2	1	N/A
B5 The program bylaws articulate the organization to which it belongs, the roles and responsibilities of its board and leadership, and comply with all state and federal regulations.	5	4	3	2	1	N/A
Comments/Evidence: Over the past two years that the current board members have been in place, they have spent many hours learning about the operations and finances of the school. The board has monthly board meetings which have recently started occurring in-person after over a year of virtual meetings. In the board meetings, the school staff regularly report on the status of the school and give the board appropriate opportunities to learn about the operations of the school. The board maintains compliance both with its by-laws and all charter/state regulations. The MOS board has also completed training with Dr. Brian Carpenter on governance with a specific focus on academic and fiscal oversight.						
STANDARD C: LEADERSHIP *The leadership of a quality online program is accountable to the program's governance body and is responsible for setting and meeting the operational and strategic goals in support of the program's mission and vision statements.*						
C1 The leadership team establishes annual program or organizational goals, implements action plans designed to meet or exceed goals, and monitors and communicates progress on goals to stakeholders.	5	4	3	2	1	N/A
C2 The leadership team maintains a disciplined knowledge of trends in its educational and business environment in order to inform budget projections.	5	4	3	2	1	N/A
C3 The leadership team provides a productive collaborative environment for learning and work.	5	4	3	2	1	N/A
C4 The leadership team verifies that measures are in place to ensure the quality, integrity, and validity of information.	5	4	3	2	1	N/A
C5 The leadership team develops and implements program or organizational policies and procedures that are reviewed and updated regularly.	5	4	3	2	1	N/A

Comments/Evidence: The Board, Gobles SD, and ACCEL schools work collaboratively on developing annual school goals, enrollment projections, budgets, analysis and on-going reporting. The school leadership has set performance goals over the past two years to ensure that the school is focused on improving student outcomes. ACCEL has best-in-class data systems to support student learning and engagement and monitor academic progress. Efforts are ongoing to iteratively improve and add policies. MOS works twice annually with the National Charter School Institute to update Board policies.

STANDARD D: PLANNING

A quality program engages in regular strategic planning in order to reflect upon and improve organizational effectiveness.

D1 A strategic plan is developed and updated regularly to address long-term actions.	**5**	4	3	2	1	N/A
D2 The strategic plan addresses the requirements for resources that effectively and efficiently serve their learners and faculty, including curriculum, technology, academic support, professional development, and fiscal viability.	5	**4**	3	2	1	N/A
D3 Organizational goals are aligned to the approved strategic plan and updated annually.	**5**	4	3	2	1	N/A
D4 Organizational goals are shared and supported throughout the organization.	**5**	4	3	2	1	N/A

Comments/Evidence: The school improvement planning process for the upcoming school year begins with analyzing needs, reviewing data, reviewing the success of the previous year's school goals, and identifying any specific areas of concern. Generally, the school's long-term goals include sustainable growth that fosters not merely maintaining, but improving the overall program quality and depth, as well as breadth. The strategic planning process incorporates stakeholders from multiple groups (staff, board, families) and the final plan is shared with the school board . The plan is reviewed and updated monthly with the School Improvement Team. Progress towards plan goals is reported out at board meetings throughout the year.

STANDARD E: ORGANIZATIONAL STAFF

A quality online program has appropriate levels of qualified, well-trained, and supported staff who have the resources needed to achieve personal and organizational goals.

E1 Sufficient qualified professional, administrative, and support staff are provided to achieve the organization's mission and annual goals.	5	**4**	3	2	1	N/A
E2 Sufficient organizational staff are provided to oversee the instructional learning environment.	**5**	4	3	2	1	N/A
E3 Ongoing training and support are provided to the staff to carry out the mission, vision, and goals of the program.	5	**4**	3	2	1	N/A
E4 Clearly defined individual and team roles and responsibilities are evident to help create a collegial team that provides effective delivery of quality education.	5	**4**	3	2	1	N/A
E5 Evaluations of all staff and faculty occur on a regularly scheduled basis.	5	**4**	3	2	1	N/A

Comments/Evidence: MOS is staffed with licensed, talented educators to support the mission of the school. MOS has 4 main teams (Instructional, Special Education, Operations, and Student Services) to support families. Each team works collaboratively with the others to ensure a focus on the whole student. MOS staff are provided training and professional development to successfully educate MOS students and support MOS families. Staff are trained in online learning tools as well as instructional models of success. MOS is a SCHECH provider and annually develops a District Provided Professional Development Plan (DPPD) approved by MDE. Additionally, MOS provides all teachers with an instructional coach and teachers new to virtual instruction or new to the teaching field are assigned a mentor. Mentors and mentees meet weekly. All MOS team members are evaluated annually to support their development and school accountability. Specifically, MOS utilizes research-based tools (Charlotte Danielson) to evaluate and improve instruction multiple times per year.

STANDARD F: FINANCIAL AND MATERIAL RESOURCES

A quality online program plans for and expends financial and material resources using sound business practices to accomplish the organization's mission and vision.

F1 Resources are managed in a responsible manner according to local, state, and/or federal budget regulations and accounting principles.	**5**	4	3	2	1	N/A
F2 Resources are adequate and allocated to help ensure sustainability over time, according to the organization's strategic plan, mission, and vision.	5	**4**	3	2	1	N/A

Comments/Evidence: In its first year of operation with ACCEL as its management partner, MOS met the required Michigan reserve fund goal. A third-party finance professional manages the finances and accounting for MOS, ensuring that a budget is properly developed and approved by the board for each school year. Additionally, the board reviews financial documents monthly to ensure that the school is on track for meeting revenue and spending targets. MOS is in a healthy financial position headed into the 2022-23 school year.

STANDARD G: EQUITY AND ACCESS

A quality online program's policies and practices support students' ability to access the program. Accommodations are available to meet a variety of student needs.

G1 Policies clearly state learner eligibility requirements for the program and are communicated to stakeholders.	**5**	4	3	2	1	N/A
G2 Program faculty and staff work with students and families to personalize programs and adhere to accommodations as dictated by local policies and laws.	5	**4**	3	2	1	N/A
G3 All learners are ensured equitable access to the program.	**5**	4	3	2	1	N/A

Comments/Evidence: Eligibility requirements for MOS are clearly stated on the school website, in the handbook, during information sessions, and given to families when they contact the school to enroll. MOS adheres to all Federal and State law that require all public schools to provide students regardless of disability, race, ethnicity, gender, or native language, with an equal opportunity to participate in and benefit from the school's education program. The enrollment process and eligibility guidelines to enroll in MOS are

clearly stated on the school website. MOS does not discriminate in its pupil admissions policies or practices based on 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. MOS has a Special Education Team of professionals to work with students with disabilities and their families to support their success through a continuum of services for students-Teacher Consultancy, Resource Support, and a Cognitive Impairment program. The MOS Special Education Manager works closely with Van Buren ISD for support and reporting and MOS provides related services as per Individualized Education Plans. Technology systems are highly adaptive and the ability for students to use accommodations to support their learning is extensive.

STANDARD H: INTEGRITY AND ACCOUNTABILITY

In a quality online program, leadership is transparent in its management of the program, providing regular and timely information on progress towards attainment of goals, alignment with policies and standards, and achievement of student learning outcomes to all stakeholders.

H1 Accurate information is disclosed to prospective and current stakeholders.	5	4	3	2	1	N/A
H2 The program meets or exceeds industry standards related to course rigor and diploma-completion requirements.	5	4	3	2	1	N/A

Comments/Evidence: MOS provides a balanced, rigorous middle and high school experience focused on students pursuing paths that lead to success, whether via college or an immediate career choice. In 2022-2023, MOS hopes to add grades K-5 to its program. Students Educational Development Plans (EDP) are monitored along the way by the student, parents, teachers, and their school counselor. MOS provides a comprehensive program aligned to the Michigan Merit Curriculum allowing for differentiation based on student needs and college/career goals. A School Leader report is included at each monthly board meeting and contains data aligned to all school goals as well as compliance. Monthly staff meetings include review and action on the following three areas: student performance data, organization performance, and legal and ethical operations. Monthly staff meetings also include professional development based on the strategic plan, student data, or compliance, in a rotating format. Departments meet weekly to discuss student data and best practices for improvement.

The school has open communication with its authorizer, the Gobles School District, and promptly provides any information requested. Additionally, the Gobles School District Superintendent is informed of MOS Board Meetings and attends, when possible.

STANDARD I: CURRICULUM AND COURSE DESIGN

A quality online program will adopt and implement instructional design methods that enable effective online instruction for both institutionally developed courses as well as licensed content from other sources.

I1 The program has clearly stated educational goals.	5	4	3	2	1	N/A
I2 The program clearly organizes course offerings in a way that stakeholders can easily navigate.	5	4	3	2	1	N/A
I3 Courses included in the program integrate quality instructional materials to enable and enrich student learning.	5	4	3	2	1	N/A

I4 Courses offered through the program utilize regularly evaluated technology that supports the learning goals and enhances the learning experience.	5	4	3	2	1	N/A
I5 Courses included in the program contain content that aligns with appropriate learning standards and includes provisions for both intervention and accelerated learning opportunities.	5	4	3	2	1	N/A
I6 Courses included in the program provide opportunities for interaction that support active learning.	5	4	3	2	1	N/A
I7 Courses included in the program provide a variety of activities that include options for in-depth learning through authentic problem-solving and experience.	5	4	3	2	1	N/A
I8 Courses offered through the program meet content copyright law and fair use guidelines.	5	4	3	2	1	N/A
I9 Courses offered through the program are designed using research-based design principles, such as Universal Design for Learning (UDL), that improve access to learning for all participants.	5	4	3	2	1	N/A
I10 Courses offered through the program include opportunities for both asynchronous and synchronous learning.	5	4	3	2	1	N/A

Comments/Evidence:

I1: All core courses that Michigan Online School offers are 100% aligned to state standards via a 3-part curation process: 1) curriculum partners are vetted for alignment 2) the curriculum team conducts thorough gap analyses. When gaps are identified, additional state-aligned content is curated from the cache of supplemental curricula. 3) the team provides differentiated content aligned to state standards, available above and below grade level for critical concepts.

I2: All core courses have a teacher facing scope, sequence, and standard alignment readily accessible. Wrap around curriculum and assessment resources are also linked into each course and take teachers to a consolidated Google Site in which they can easily navigate and access anything they may need to support their courses.

I3: The course engages students in a variety of ways. It contains multimedia elements such as award-winning videos, interactives, projects, and discussion boards to help students learn and apply understanding. Research-based strategies and the latest, cutting-edge technology is leveraged.

I4: Courses are accessed via the AMP platform that seamlessly integrates curriculum tools, resources and other technologies using single sign-on capabilities.

I5: The AMP Resource Portal (a Google site linked directly in teacher courses) provides teachers with a standards-aligned pace and sequence in addition to wrap around course support including standards based differentiated instruction documents providing direct links to supplementals above, on, and below grade level.

I6: Discussion boards are included in the course for students to engage with each other on topics related to the objectives. Students regularly engage with each other during live synchronous sessions.
Instructors regularly engage with students in live synchronous whole group, small group and 1:1 instruction. Instructors provide feedback to students in live conferences, as well as through the gradebook with written or oral feedback.

I7: Courses include a variety of projects that engage students in applying course content to real world scenarios.

I8: Courses are in compliance with all other federal and state laws and regulations governing student data privacy, including the federal Family Educational Rights and Privacy Act ("FERPA"). The Canvas Learning Management System was built to comply with the Family Educational Rights and Privacy Act (FERPA) by

design, and Canvas readily integrates with other campus systems to prevent unauthorized access to FERPA-protected data.

I9: The courses use Universal Design principles.

Courses are compliant with WCAG (Web Content Accessibility Guidelines) 2.1 A & AA and Section 508 of the Rehabilitation Act.

I10: Instructional time is split between synchronous and asynchronous in the following ways:

Asynchronous	Synchronous
Course Content (i.e., text, videos)	Whole Group Sessions
Interactive Activities (i.e., online forum)	Small Group Sessions / Targeted Instruction
Individual Assignments (i.e., Google Docs)	
Course Embedded Assessments	

STANDARD J: INSTRUCTION

A quality online program takes a comprehensive and integrated approach to ensuring excellent teaching for its students.

J1 The program adopts clear expectations for curriculum design and teaching practices that align with its stated vision, mission, principles, or values.	5	4	3	2	1	N/A
J2 Instruction is guided by evidence-based practices.	5	4	3	2	1	N/A
J3 Teachers incorporate a process of continual self-assessment, using learning analytics to inform changes in pedagogy and instructional practices.	5	4	3	2	1	N/A
J4 Instruction is inherently inclusive for all learners.	5	4	3	2	1	N/A
J5 The program implements strategies to ensure the academic integrity of course assignments and assessments in order to increase student accountability.	5	4	3	2	1	N/A

Comments/Evidence: ACCEL Schools' instructional model is founded on the principles of anytime, anyplace learning. However, we balance student/family flexibility with a structured daily schedule to ensure students are mastering standards and concepts. Using a triangular approach, data is gathered from several sources to monitor progress toward growth and proficiency. Given three times per year, the iReady benchmark assessment provides instant data on student mastery of standards and growth toward proficiency. It also helps MOS gauge student proficiency on state assessments. To monitor progress towards single standards, short-cycle assessments are given in a pre-test and post-test model over 4-6 weeks. These allow teachers to see the needs of their students both before and after instruction, or after working through an intervention cycle. The data provided by these short, six-question assessments also allows teachers to differentiate the level of rigor to accommodate the learning needs of all students. Formative and summative assessments embedded within the courses also provide students and teachers feedback on mastery after each lesson and unit. Teachers utilize all available data to inform creation of differentiated instruction for individuals and small groups. During weekly department meetings, teachers and administration discuss academic and engagement data, as well as best practices for improvement. Each teacher is assigned an instructional coach and teachers new to virtual instruction or new to the field are assigned a mentor. Mentors and mentees meet weekly.

STANDARD K: ASSESSMENT AND LEARNER PERFORMANCE

A quality online learning program values positive learner outcomes and takes a comprehensive, integrated approach to measuring and monitoring progress toward defined learning objectives.

K1 The program uses multiple methods to assess the degree to which stated learning goals are met.	5	4	3	2	1	N/A
K2 Formative assessments are included that provide data for targeted remediation or intervention when needed.	5	4	3	2	1	N/A
K3 Assessments are aligned to learning objectives.	5	4	3	2	1	N/A
K4 The program provides standards for timely, effective feedback as an integral role of assessment.	5	4	3	2	1	N/A

Comments/Evidence:
K1: Using a triangular approach, data is gathered from several sources to monitor progress toward growth and proficiency.
K2: To monitor progress towards single standards, short-cycle assessments are given in a pre-test and post-test model over 4-6weeks. These allow teachers to see the needs of their students both before and after instruction, or after working through an intervention cycle. The data provided by these short, six-question assessments also allow teachers to differentiate the level of rigor to accommodate the learning needs of all students.
K3: Formative and summative assessments are embedded within the courses also provide students and teachers feedback on mastery after each lesson and unit.
K4: Given three times per year, the iReady benchmark assessment provides instant data on student mastery of standards and growth toward proficiency. It also helps MOS gauge student proficiency on state assessments.

STANDARD L: FACULTY AND STAFF SUPPORT
A quality online program supports faculty and staff by providing mentoring, technical assistance, and timely professional development.

L1 The program provides and encourages participation in teacher induction and mentoring programs.	5	4	3	2	1	N/A
L2 Teachers are provided regular feedback regarding their performance and student achievement/progress.	5	4	3	2	1	N/A
L3 The program provides a wide variety of professional development opportunities to faculty and staff, which are aligned to the National Standards for Quality Online Teaching.	5	4	3	2	1	N/A
L4 The program provides professional development opportunities to guidance staff focused on student needs unique to online learning and the network of services available to support online learning.	5	4	3	2	1	N/A
L5 The program provides teachers and staff with timely and effective technical support.	5	4	3	2	1	N/A

Comments/Evidence: ACCEL Schools supports and guides MOS teachers in numerous ways including providing an annually updated online teacher orientation course, training and mentoring opportunities, and teacher leadership opportunities. The school also partners with Van Buren ISD for technical and compliance support and assistance and professional development. MOS provides instructional coaching for teachers and teachers new to MOS or new to the teaching field are assigned a mentor. MOS teachers are evaluated twice per year using Charlotte Danielson evaluation rubric and tool adapted for online learning. MOS is a DPPD provider and provides professional learning based on the annual needs assessment and the strategic

plan. To date, MOS has provided a range of professional learning that includes a core instructional model, Universal Design in online learning, and extensive training on instruction using Charlotte Danielson research-based practices. (All staff are invited to participate in all professional learning regardless of their role in the school.) Success Coaches were trained in Motivational Interviewing and Guidance Counselors participated in the Career Development Specialist ASCA Course. All staff, students, and parents have access to the Technology Service Desk (TSD) for technical support. They receive live chat, phone assistance, or can submit a ticket. Technical Support data is monitored weekly by MOS administration and constantly by ACCEL.

STANDARD M: LEARNER AND PARENT/GUARDIAN SUPPORT

A quality online program provides learner and parent/guardian support services to address the various needs of learners at different levels within the organization. The levels of support are appropriate and adequate for learner success.

M1 Learners are provided with an orientation to online learning technologies and successful online learning practices.	5	4	3	2	1	N/A
M2 The program provides academic services and academic advising to address learners' academic and developmental needs.	5	4	3	2	1	N/A
M3 The program provides accessibility support services that comply with special education policies and procedures.	5	4	3	2	1	N/A
M4 The program provides access to the learning management system(s), as well as all appropriate learning and assessment content.	5	4	3	2	1	N/A
M5 The program establishes standards for teacher communications with learners and parents/guardians.	5	4	3	2	1	N/A
M6 The program establishes standards for timely, effective technical support for learners.	5	4	3	2	1	N/A
M7 The program has guidance services and academic advising to support learners and parents/guardians to ensure the success of the online program from the decision-making process through the renewal process or graduation for all educational goals to be met.	5	4	3	2	1	N/A

Comments/Evidence: All students and parents are provided an annual student orientation that is customized to their grade level that guides them through their roles as online students using the AMP system. All students are provided an advisory course led by their Success Coach who remains in regular contact with the student to guide his/her learning and developmental needs. Guidance Counselors, Resource Counselors, and School Social Workers are available to students and their parents/guardians to address developmental, life-skill and planning, and child welfare issues. They work to support all students from the time they enroll until a student graduates. MOS's student information system (PowerSchool) contains a Counselor Dashboard for each student so that school staff have access to student's EDPs, attendance, transcripts, attendance, and historical information. This allows MOS staff to best support students and families in decision making and career and course planning.

Parents or guardians serve a critical role as Learning Coaches in MOS. All parents and/or guardians are encouraged to complete the Learning Coach orientation course, which explains their responsibilities and how to interact with the AMP system and their teacher. Parents have 24/7 access to their students' grades and progress.

The Student Services Team, made up of Success Coaches, are critical in student and family success. Success Coaches on-board, orient, and work in an advisory capacity to support students and families with everything from logistics to operations to Student Success Plans. They build relationships and support attendance, engagement, and liaise with instructional staff.

MOS has a Special Education Team of professionals to work with students with disabilities and their families to support their success through a continuum of services for students-Teacher Consultancy, Resource Support, and a Cognitive Impairment program. The MOS Special Education Manager works closely with Van Buren ISD for support and reporting and MOS provides related services as per Individualized Education Plans. Technology systems are highly adaptive and the ability for students to use accommodations to support their learning is extensive.

Students and parents can access the Canvas learning management system 24/7 to see grades, course progress and attendance. MOS teachers provide progress reports and twice per year students receive report cards. Parent Teacher Conferences are held twice each year with students and families. Importantly, there is regular communication between MOS staff and students and families via phone, email, text, and weekly newsletters.
All staff, students, and parents have access to the Technology Service Desk (TSD) for technical support. They receive live chat or phone assistance, or can submit a ticket. Technical Support data is monitored weekly by MOS administration and constantly by ACCEL.

STANDARD N: PROGRAM EVALUATION

A quality online program recognizes the value of program evaluation. Program evaluation is both internal and external and informs all processes that affect 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.

N1 Ongoing internal evaluations are conducted to regularly collect and analyze data based on national, state, and/or program metrics.	5	4	3	2	1	N/A
N2 Ongoing internal evaluations are conducted using valid and reliable measures to evaluate learner success and to drive instructional and management decision-making.	5	4	3	2	1	N/A
N3 Ongoing internal evaluations are conducted to determine program success and plan for continuous improvement by measuring learner achievement and satisfaction based on valid and reliable assessment techniques.	5	4	3	2	1	N/A
N4 Regular internal evaluation of state or national standardized test results designed to measure achievement of all learners are conducted to inform the program's impact on student outcomes.	5	4	3	2	1	N/A
N5 Faculty are evaluated on an ongoing basis to assure instructional quality, using clear, consistent policies, measures, and procedures.	5	4	3	2	1	N/A
N6 A process for reviewing and evaluating courses is implemented to ensure quality, consistency with the curriculum, currency, and advancement of student learning outcomes.	5	4	3	2	1	N/A

N7 Periodic external evaluations are conducted by highly qualified parties with a demonstrated ability to deliver an objective and comprehensive evaluation of internal evaluation processes and results.	5	4	3	2	1	N/A
N8 Periodic external evaluations are conducted by highly qualified parties with a demonstrated ability to deliver an objective and comprehensive evaluation of progress towards the program's goals, mission, and strategic plan.	5	4	3	2	1	N/A
N9 Findings from external evaluations conducted by highly qualified parties with a demonstrated ability to deliver objective and comprehensive evaluations supported by current research are used to develop and implement an improvement plan.	5	4	3	2	1	N/A
N10 Evaluation results are communicated to program stakeholders.	5	4	3	2	1	N/A

Comments/Evidence: ACCEL Schools is centered on a continuous improvement model and that includes its curriculum, instructional model, and overall services provided to its partner schools. We collect stakeholder feedback and incorporate that into our company continuous improvement plan. School leaders participate in ongoing conversations with ACCEL shared services team members to ensure continuous improvement of supports and services. Parent surveys are implemented to gather programmatic feedback from families, that is incorporated into immediate program adjustments and future program planning. The family on-boarding experience survey is completed twice per year; additionally, MOS uses POSSIP to survey parent satisfaction with the program each month.

MOS is data-driven and continuously analyzes data for needed actions to improve student and staff performance. The School Improvement Team meets monthly to discuss the school goals, progress of the plan and further implementation actions. Course progress data, attendance, enrollment and withdraw data, and student demographic data are evaluated monthly for action by the Board and administrative team. Departments review course progress and engagement data weekly and staff review data with their direct supervisor in weekly or bi-weekly 1:1 meetings.

iReady benchmark assessment data is reviewed three times per year and reports are sent to parents within 24 hours of test completion. State assessment data is reviewed as it arrives through MI Data Hub upon student enrollment, or after state testing in MI School Index.

MOS teachers are evaluated twice per year using Charlotte Danielson evaluation rubric and tool adapted for online learning. Through evaluation of our teachers and collaboration, MOS learned that teachers needed additional support with the Charlotte Danielson evaluation framework. MOS provided a 10-hour asynchronous course to all staff on the strands and domains to become more effective teachers.

MOS has not had any external, full-program evaluations. MOS did go through the reauthorization review process in spring 2021 which included a full internal review with all stakeholders, narrative writing, and interviews conducted by the authorizer. MOS is accredited under ACCEL, but has reached out to begin the process of school accreditation through Cognia.

ACCEL will regularly monitor the effectiveness of its curriculum. ACCEL has a curriculum data analyst dedicated to this task and has created a strategy to pinpoint areas in the curriculum that may be weaknesses based on performance and usage data. ACCEL meets with principals bi-weekly and the Head of

School monthly to discuss curriculum, including concerns, so we can mitigate any issues and collaborate with solutions in real-time.

SCHEDULE 7-3

Staff Responsibilities

Michigan Online School (MOS) will be assisted by Accel in remaining compliant with the terms and conditions of the Charter requirements, the Revised School Code, Federal law, and rules and regulations established by the Michigan Department of Education (MDE). The MOS Board of Directors shall at least annually certify to the Gobles Public Schools (GPS) office that the staff have the skills and credentials to perform their positions. The Board of Directors will be responsible for establishing policies for the operations of the school and to ensure the financial stability of MOS. The Board shall remain accountable to Gobles Public Schools (GPS), Michigan Department of Education (MDE), other regulatory bodies, and the lawful compliance of the operation.

The teachers at MOS will be certified teachers that meet all Michigan certification Requirements. Certification is a pre-condition to employment. A teacher that has the appropriate certification according to the State Board rules will be responsible for improving learning, diagnosing the pupils learning needs, assessing learning, assigning grades, reporting outcomes, and determining advancement.

The structure of Accel and Michigan Online School is the following: Accel will provide to or on behalf of the Michigan Online School, the curricula, teachers, technology support, student support, and all the other support needed to operate the school. Accel will have flexibility to contract with vendors of its choosing for those services or products it may choose to procure from vendors or contractors. The following are job descriptions of the positions at MOS:

1. At-Risk Counselor
2. Attendance Support Specialist
3. English Language Learning Teacher
4. Guidance Counselor
5. MTSS Coordinator
6. Office Manager
7. Operations Manager
8. Registrar
9. Special Education Coordinator
10. State Reporting Specialist\
11. Student Services Coordinator
12. Success Coach
13. Superintendent
14. Transition Coordinator
15. Virtual 6-12 Art Teacher
16. Virtual 6-12 English Teacher
17. Virtual 6-12 Math Teacher
18. Virtual 6-12 Science Teacher
19. Virtual 6-12 Social Studies Teacher
20. Virtual K-5 Teacher
21. Virtual Math Interventionist
22. Virtual Music/Electives Teacher
23. Virtual Principal

At-Risk Counselor

The At-Risk Guidance Counselor supports overall student success by partnering with staff members and families to inform student specific academic programming, create and maintain graduation and career plans, and provide proactive and preventative services.

Responsibilities

- Deliver proactive guidance curriculum to individuals and groups
- Respond to individual and group needs with responsive counseling and programming
- Review transfer student transcripts and inform appropriate course placements
- Maintain and review transcripts for active students and inform credit award procedures
- Create and maintain student graduation plans
- Provide career readiness curriculum and facilitate creation of career plans
- Create and maintain Student 504 plans
- Analyze student data to provide input on appropriate academic programs and interventions
- Travels to support testing efforts and school events within the state as needed

Skills/Qualifications

- Valid State Guidance Counselor license
- Bachelor's degree plus one (1) year previous experience in counseling and/or advisement OR equivalent combination of education and experience
- Experience with the ASCA model
- Experience with K-12 online learning
- Experience with Local, State, and Federal laws and mandated reporting
- Proficiency in Microsoft Office and Google Suite Products
- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality.
- Ability to manage difficult or emotional situations and make evidence-based decisions
- 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 work independently and contribute to a team
- Ability to pass federal and state criminal background checks
- Valid driver's license and ability to perform occasional local and in-state travel

In-state residence preferred

Attendance Support Specialist

The Attendance Support Specialist ensures that all students are attending school by sending daily login reminders to absent students. Manages the documentation of excused and planned absences. Running and reviewing attendance and truancy reports. Preparing and sending truancy communications. Represents the school if truancy cases go to court.

Responsibilities:

- Collaborates with success coaches and teachers to monitor student attendance trends and inform action plans to increase engagement
- Conducts outreach via phone calls, emails, and auto-dial messages to targeted students/families
- Oversee absence meetings and attendance intervention plans
- Answer questions as they pertain to attendance data i.e., how many hours the student is logging daily, provide support and suggestions in helping to get students on track to ensure they are meeting their minimum daily goals
- Collaborates with school counselors and social workers to assist students when additional student support or agency referrals are needed
- Maintains a variety of attendance records, schedules, and files for the purpose of documenting and/or providing reliable information
- Develops and implements educational workshops related to attendance policies and truancy law for school staff and families
- Provide regular updates for staff on student attendance with targets and strategies for improvement
- Enter attendance in all applicable databases and systems accurately
- Receive, verify, and log absence excuses from parents in accordance with state law defining allowable absences
- Manage communication with parents via email and phone to follow up on reasons for absence and submission of excuses
- Run attendance reports to identify students needing truancy communications
- Prepare and send truancy communications in a timely manner that upholds compliance to state law
- Provide Administration with reports and updates identifying truant students

Skills/Qualifications

- 2+ Years of truancy experience in the K-12 educational setting
- Knowledge of state school attendance laws and other pertinent laws regarding K-12 education
- Bachelor's Degree Required
- Proficiency in PowerSchool (highly desired), 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 client situations
- 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
- Prior experience working in a school setting preferred
- Ability to work independently and contribute to a team
- Ability to pass federal and state criminal background checks
- Ability to lift 25 lbs.
- Ability to travel up 25% of the time

English Language Learning Teacher

The English Language Learning Teacher supports overall student success by partnering with staff members and families to inform student specific academic programming around English proficiency and provide English Language Learning and proficiency services.

Must reside in Michigan*

Responsibilities:

- Relentlessly work to meet all goals related to student achievement and culture as well as Adequate Yearly Progress (AYP) goals.
- Deliver highly effective daily lessons based on student need, rooted in research-based instructional practices.
- Differentiate instruction to meet the needs of all students.
- Utilize research-based best practices in daily planning and classroom instruction.
- Create a joyful, caring, and loving classroom environment for all students.
- Integrate culturally responsive teaching practices into daily lessons and interactions with students, parents, and colleagues.
- Implement school-wide culture expectations and norms, inside the classroom and beyond.
- Communicate regularly with families regarding the academic and social-emotional growth of their child.
- Incorporate 21st century technology skills into daily classroom practice and team settings.
- Participate in the planning and implementation of non-instructional activities such as social events and field trips
- Collaborate and communicate effectively, humbly, and respectfully with all colleagues.
- Perform other duties as assigned

Qualifications:

- Michigan residency required
- Current state teaching license in appropriate content area
- Knowledge of State Standards and Common Core Standards
- Preferred at least two years' experience teaching
- High level of comfort working in a growth-focused coaching environment based on frequent observations, debriefs, action planning, and progress monitoring.
- High quality written and verbal communication skills
- High proficiency in Microsoft Office products including Word and Outlook
- Ability to properly manage confidential information
- Ability to pass federal and state criminal background checks
- Experience working in a multi-cultural setting preferred

Guidance Counselor

The Guidance Counselor supports overall student success by partnering with staff members and families to inform student specific academic programming, create and maintain graduation and career plans, and provide proactive and preventative services.

Responsibilities

- Deliver proactive guidance curriculum to individuals and groups
- Respond to individual and group needs with responsive counseling and programming
- Review transfer student transcripts and inform appropriate course placements
- Maintain and review transcripts for active students and inform credit award procedures
- Create and maintain student graduation plans
- Provide career readiness curriculum and facilitate creation of career plans
- Create and maintain Student 504 plans
- Analyze student data to provide input on appropriate academic programs and interventions
- Travels to support testing efforts and school events within the state as needed

Skills/Qualifications

- Valid State Guidance Counselor license
- Bachelor's degree plus one (1) year previous experience in counseling and/or advisement OR equivalent combination of education and experience
- Experience with the ASCA model
- Experience with K-12 online learning
- Experience with Local, State, and Federal laws and mandated reporting
- Proficiency in Microsoft Office and Google Suite Products
- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality.
- Ability to manage difficult or emotional situations and make evidence-based decisions
- 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 work independently and contribute to a team
- Ability to pass federal and state criminal background checks
- Valid driver's license and ability to perform occasional local and in-state travel
- In-state residence preferred

Multi-Tiered Systems of Supports (MTSS) Coordinator

The MTSS Coordinator will work with students, parents, and school staff to support students academically, behaviorally, and social-emotionally through a network of tiered supports. The MTSS Coordinator builds a community around students and ensures that supporting learning, behavior, and well-being is a shared responsibility to ensure student success.

RESPONSIBILITIES:

- Provide input for the development of the MTSS Framework
- Implement the MTSS Framework
- Provide professional development to staff as requested
- Monitor the staff's implementation of the MTSS Framework
- Adhere to the parameters put forth in the MTSS Framework
- Maintain the MTSS Area of SharePoint or Google Drive to include the MTSS Framework, referrals forms, meeting forms, intervention resources for staff, and other necessary documents
- Communicate effectively with all members of the Michigan Online School staff about the MTSS Framework
- Collaborate on data collection and provide data analysis and tier recommendations for all students within the MTSS Framework
- Facilitate meaningful MTSS meetings with all stakeholders
- Facilitate the MTSS Team members, weekly meetings, and information
- Serve as a resource for research-based interventions during MTSS meetings
- Stay current with MTSS and alert leadership of any notable changes
- Maintain organized and accurate student records
- Maintain specialist class lists according to the parameters put forth in the MTSS Framework
- Always maintain confidentiality
- Complete documentation daily, which includes meeting notes and phone logs
- Attend team meetings and school-wide meetings
- Provide remediation as needed
- Participate fully in all professional development opportunities
- Collaborate with General and Special Education teachers to develop individual academic plans
- Collaborate with Success Coaches on individual Success Plans
- Create and deliver family workshops as needed
- Provide instructional strategies to other members of the school when necessary
- Attend face-to-face events when necessary, such as beginning and end of year events and state testing
- Other responsibilities as deemed necessary and appropriate

QUALIFICATIONS:

- Experience implementing the RTI or MTSS process ***REQUIRED***
- BA in education or related field
- Valid Michigan Teaching or Administrative Certificate

- At least 3 years teaching experience
- Ability to work independently to create a successful MTSS Program
- State and Federal Background Check Clearances
- Proficient in all programs associated with Microsoft Office and Outlook; must be highly proficient with Excel and data mining protocols; proficient in Google and related programs

Office Manager

The **School Office Manager** reports to and works collaboratively with the Superintendent to receive inquiries about the school, maintain accurate records, assist with human resource needs, and fulfill all clerical needs. All duties are carried out in full compliance with Federal Educational Records Privacy Act (FERPA) regulations.

Responsibilities

- Work with school leadership to meet goals, create a welcoming and team-oriented atmosphere, and build an open and honest culture in line with company values.
- Manage school-wide phone, email, and in-person communications including:
  - Answer phones
  - Greet/direct visitors and students arriving at the office
  - Implement registration, and visiting procedures for parents and guests
  - Help create and distribute school newsletters, surveys, and other notifications
  - Assist with school events
  - Ensure a clean and welcoming environment is maintained
- Support student enrollment goal and retention processes including:
  - Participate in information sessions
  - Produce welcome packets and mailers
  - Input student and staff data into the appropriate systems
  - Support requests and obtain records for newly enrolled students
- Achieve compliance with all federal, state, local and school student record-keeping requirements such as to:
  - Support all required steps of the truancy process
  - Support the process of student withdrawals
- Perform administrative support functions such as:
  - Preparing reports
  - Filing
  - Processing incoming and outgoing mail and packages
  - Coordinating meetings and events
  - Maintaining calendars
  - Maintain appropriate levels of office supplies and other material inventory
  - Log and report issues pertaining to office equipment, technology, custodial, and facilities
- Maintain up-to date logs and coordinate with vendors as needed
- Ensure timely and accurate completion of human resource processes including:
  - I-9 verification for new hires
- Actively participate in school staff meetings, committee meetings and professional development events
- Perform other duties as assigned

Qualifications:

- Associate's Degree; Bachelor's degree preferred
- Minimum two (2) years' office management experience
- High proficiency in Microsoft Office products (Excel, Word, Outlook, PowerPoint)
- Experience learning and mastering new computer programs
- High quality written and verbal communication skills

- Excellent organization and time management skills
- Ability to work independently and contribute to a team
- Professional, punctual, and self-motivated
- Understanding and ability to manage confidential information
- Ability to lift 25 lbs.
- Ability to pass federal and state criminal background checks (FBI/BCI)
- Experience working in an education setting preferred

Operations Manager

The Operations Manager supervises all school operations team members: Registrar, Testing Manager, Office Administrator, Attendance and Truancy Coordinator and collaborates with all members of the Michigan Online School leadership team to design and implement process and procedures across all aspect of daily school operations for a state-wide online school, in compliance with all sponsor and board of education regulations and state laws. This is an office-based position.

Responsibilities:

- Through supervision of the local operations team members oversee the following school functions: student records, local and state testing, attendance and truancy tracking and follow-up, office and facilities management
- Act as a resource for internal (staff) and external (students and families) stakeholders by providing resolution and management of escalated needs across a variety of topics (school procedures, technology systems, materials, etc.)
- Act as a liaison between school team members and members of the larger Accel team to identify operational needs and develop school level procedures that align with the goals and procedures of the larger Accel organization.
- Serve as a member of the school leadership team
- Work collaboratively with other school administrators to develop, document, and electronically archive operational procedures and workflows to support implementation of school policies
- Audit current procedures and identify opportunities to streamline and improve
- Stay up to date on department of education and sponsor policies and compliance items and state educational laws
- Manage all student information per state and federal law
- Coordinates communication with external vendors as needed
- Performs all other job duties as assigned.

Skills/Qualifications

- Bachelor's Degree Required, Master's Degree Preferred
- Proficiency in Microsoft Office and Google Suite Products
- Strong spreadsheet skills including the ability to use basic and intermediate formulas and functions
- Prior experience working in a school setting preferred.
- Prior experience managing law and regulation compliance
- Prior experience creating and documenting procedures and workflows
- 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 client 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 company welfare.
- 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.
- 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
- Understanding and ability to manage confidential information
- Ability to lift 25 lbs.
- Ability to pass federal and state criminal background checks

Registrar

The Registrar maintains student records and ensures that student enrollments, transfers, and withdrawals are processed in a timely and thorough manner.

Duties Include:

- Create and maintain student files in accordance with Michigan laws and regulations
- Track receipt of student records and follow up with prior schools to obtain any missing documents
- Receive incoming student records and add to student files
- Receive requests for records for withdrawn students and prepare and send student files
- Upon receipt of records enter any needed student information into the Student Information System (SIS)
- Act as point of contact for all requests for student information from schools and county agencies, and collaborate with administrative team to prepare any information needed to respond to such requests
- Ensure completion of withdraw forms
- Process student withdraws daily in the school Student Information System (SIS)
- Track new enrollment approvals and inform school stakeholders of student start dates
- Establish and maintain a positive rapport with, students, parents, staff, school administration, and other stakeholders
- Maintain confidentiality concerning all student information and any professional matters
- Utilize effective time management
- Answer phones and assist in all aspects of maintaining a professional office, including but not limited to fielding and directing incoming calls, filing, copying, faxing, etc.
- Perform other duties as assigned

Qualifications:

- Bachelor's Degree or equivalent required
- Previous outstanding school-related customer service experience required
- Minimum of one year data entry, records management, or equivalent experience required
- Minimum of one year of school admissions or retention experience preferred
- Excellent oral and written communication skills
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Understanding of and ability to manage confidential information
- Ability to travel and possess own reliable transportation
- Ability to work flexible hours that may include some evenings and weekends
- Ability to work with a distributed workforce and clientele
- Ability to pass state and federal background checks
- Michigan residence

Special Education Coordinator

In collaboration with the Special Education Manager, the Leadership team and other MOS staff, the coordinator will assist with compliance monitoring (document quality, timelines, data collection), provision of Professional Development and training, and coach staff providing observation/feedback. In addition, the Special Education Coordinator supports the creation of appropriate programming for transfer students by collaborating with the enrollment team and prior school to obtain documents and understand student needs. Assists in implementation of Extended School Year program and gathering student data required for state 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:

- 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 topics
- Coordinate with enrollment team, Special Education Manager and Registrar to understand volume and needs of newly enrolling Special Education students, gather existing documentation, and assign students to caseloads
- Coordinate accommodations with State testing coordinator
- Provide Onsite support at State testing sites
- Review all Special Education documents, including IEPs, for compliance and quality and provide feedback and coaching to special educators prior to IEP meeting
- Act as district representative at IEP meetings
- Assist special educators with complex parent communications as needed
- Monitor special education staff compliance with timelines and data collection
- Partner with special education staff during instructional time with students and provide feedback
- Partner with grade Principals to ensure communication and consistency in general education and special education programming
- Collaborate with Operations manager, Special education manager, State Reporting staff to gather/enter all needed data into state and federal systems
- Participates in trainings and meetings held by the ACCEL Special Education team
- 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 preferred

- 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 company welfare.
- 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 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
- Understanding and ability to manage confidential information
- Ability to pass federal and state criminal background checks

State Reporting Specialist

The State Reporting Specialist performs a variety of tasks, including phone communication with current and prospective families, maintenance of student files and student data information systems, and coordination of state reporting including immunizations, Civil Rights Data Collection, Center for Educational Performance and Information (CEPI) reports, pupil accounting, and other reporting as required.

Responsibilities:

- Perform accurate and timely data collection and reporting including the following items and systems:
    - Student Record Maintenance (SRM)
    - Days and Clock Hours
    - General Teacher Student Data Link (TSDL)
    - Michigan Student Data System (MSDS)
    - Registry of Education Personnel (REP)
    - School Infrastructure Database (SID)
    - Migrant Education Program
    - Special Education Transportation Expenditure
    - Special Education Actual Cost
    - Graduation and Dropout Application (GAD)
    - Immunizations
- Assist with resolving data issues that arise from internal corporate or state audits
- Assist with sending truancy letters at required touch points
- Assist with reviews of daily, weekly, and monthly reports along with continuous feedback to school leadership
- Identify and communicate attendance and truancy issues
- Attend State and District professional development sessions related to reporting
- Respond to questions from Finance and Accounting and participate as needed in audit responses
- Other duties as assigned

Qualifications

- Bachelor's degree
- Minimum of 2 years' registrar experience or other data entry and reporting experience, preferably in a school setting
- Experience working with a diverse workforce or customer base
- 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
- Can add, subtract, multiple and divide quickly and accurately.
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Ability to handle confidential information responsibly
- Ability to maintain composure and job performance under changing or stressful conditions
- Ability to pass federal, state and local background checks

- In-state residence preferred

Student Services Coordinator

The Virtual Student Services Coordinator works with the members of the administrative team to implement the school's academic and engagement programs. The Student Services Coordinator provides proactive leadership to engage all stakeholders in the delivery of programs and services to support the students' academic achievement, personal and social development and understands and responds to the challenges of a diverse student population. The Student Services Coordinator leads engagement interventions, family and student support and onboarding efforts, school-wide positive and proactive behavioral programming.

Responsibilities:

- Oversees creation and implementation of student onboarding and orientation plans
- Creates and implements identification and intervention plans for non-engaged students
- Creates and delivers professional development for staff on student onboarding, social emotional well-being, and engagement
- Develops methods to use of data to determine and respond to student needs
- Carries a reduced caseload of students needing intervention plans and/or wrap around supports
- Serve as the primary point of contact for school administration in developing plans to address barriers to full achievement of attendance, academic, and behavioral goals
- In collaboration with the administrative team creates and implements school wide positive behavior programming
- Facilitates identification of student barriers to learning and connection to appropriate services and resources
- Works collaboratively with Accel national team members on program creation, implementation, and measurement
- Collaborates closely with school principal to craft student supports and programs that will promote desired student academic outcomes
- Designs and implements proactive community outreach and communication efforts
- Creates forms and processes to support implementation of Student Code of Conduct
- Documents disciplinary actions per established process and maintains all disciplinary data as required for state reporting purposes
- Supports principal in responding to disciplinary situations in collaboration with appropriate stakeholders (administrators, school staff, students, families)
- May supervise 1-3 student services personnel

Skills/Qualifications:

- Master's Degree in Education or Social Services
- 5+ years of experience in the K-12 educational setting
- 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 client 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 company welfare

- 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.
- Customer service oriented
- Ability to learn new technologies and acquire new skills through independent study, professional training, and from more senior team members
- Prior administrative assistance experience preferred
- Prior experience working in a school setting preferred
- Ability to work independently and contribute to a team
- Understanding and ability to manage confidential information
- Ability to lift 25 lbs.
- Ability to pass federal and state criminal background checks

Success Coach

The Virtual Student Success Coach effectively advises students of their class schedules and educational options in conformity with the school's philosophy and policies, all regulatory requirements, and sound administrative practice. The Success Coach motivates students to achieve their full attendance, academic, and behavioral goals, as well as other goals identified.

****Michigan Residency Required****

Responsibilities

- Review, process, and offer guidance to students and parents regarding curriculum choices, class schedules, as well as vocational and post-secondary options after school
- Assist potential applicants and students in understanding the school program, answering all questions
- Actively participate in the enrollment/onboarding/orientation process
- Maintain effective and timely communication with teaching staff and parents on student progress, truancy and attendance and concerns
- Work with school leadership and instructional team to develop plans to negate academic issues that impact student progress toward successful completion of course work
- Administer student vocational interest surveys, vocational guidance, SAT/ACT preparation, SAT/ACT testing location identification, notify of vocational job fairs throughout the state, and notify of college job fairs throughout the state
- Prepare all transcript information for withdrawn and expelled students
- Attend, participate in and/or chaperone school activities such as faculty meetings (before or after school hours), open houses, commencement exercises, student activities
- Other duties as assigned

Skills/Qualifications

- Bachelors' degree
- Michigan Residency Required
- Prior experience in customer service including interpreting and explaining complex instructions
- Prior experience working with a diverse customer population
- 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 reflect professionalism and tact, at all times
- Strong ability to gather, analyze, and interpret student transcript 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 manage difficult or emotional client situations
- Ability to and willingness to work occasional evenings
- Ability to pass federal, state and local background checks

Superintendent

The Superintendent provides direction and oversight of all school operations and is responsible for oversight of all school staff.

Responsibilities

- Oversees academic, instructional, and schoolleadership programs and staff.
- Provides instructional leadership; develops and recommends programs and practices that support enhanced instructional services, improved student academic performance and opportunities to enhance student learning and development.
- Represents the school to outside agencies; influences the public, businesses, higher education, and legislative leaders.
- Builds creative partnerships with external organizations to provide enhanced services and opportunities to the students.
- Works with school board to develop and implement long and short-range plans.
- Facilitates communication and collaboration among teachers and support staff.
- Conducts periodic audits of school program; advises Board on recommendations for educational advancement / opportunities for the school.
- Approves the recruitment, selection, and placement of educational staff members.
- Evaluates the performance of teachers in accordance with school policies and state requirements.
- Other duties as assigned.

Qualifications

- Master's Degree from an accredited college or university, Doctorate preferred.
- Minimum of five years successful leadership experience at the school level and / or district-wide leadership.
- Superintendent certification
- High level of integrity / ethical standards.
- Judgement and decision-making skills
- Strong communication and relationship building skills.
- Knowledge in strategic planning.

Transition Coordinator

The Transition Coordinator, in collaboration with building leadership and school-based intervention teams, is responsible for special education compliance, implementation, and oversight of special education programming and instruction. Additionally, the Teacher Consultant / Transition Coordinator will consult and coordinate transition services within a team comprised of the student, parent/guardian, educators, and related service providers throughout the Michigan Online School.

Responsibilities

- Develop and implement professional development opportunities related to special education implementation, services, and transition services to intervention teams and building staff.
- Coach, observe, provide feedback, and support special education staff.
- Lead professional development during monthly team meetings.
- Maintain a reduced roster and the timelines and tasks associated with them.
- Provide technical guidance and support related to IDEA and its implementation.
- Collaborate with school-based IEP teams to write, and progress-monitor, meaningful transition plans.
- Co-teach a career exploration class
- Identify and implement Age-Appropriate Transition Assessments.
- Initiate and develop partnerships between the schools, students, and the community/community agencies.
- Link students to adult services when necessary/applicable.
- Perform other duties as assigned.

Qualifications:

- Bachelor's Degree and current Michigan teaching certificate with special education endorsement.
- Minimum 3 years' experience as a special education teacher and experience coordinating transition services per caseload's IEP.
- Minimum 1 years' experience in a similar or related position preferred.
- Knowledge of Individuals with Disabilities Education Act.
- Experience vetting and implementing Age-Appropriate Transition Assessments.
- Ability to work well under pressure, and effectively prioritize and execute tasks to meet deadlines consistently; as well as the ability to coordinate services and providers.
- High degree of accuracy and attention to detail.
- High quality written and verbal communication skills.

Art Teacher (Grades 6-12)

Michigan residence is required for this position.

The **6-12 Art Teacher** effectively educates middle and high school students in conformity with the school philosophy and policies and rules of the governing bodies.

Responsibilities

- Serve as a teacher of record and primary instructor in Art for students in Grades 6 through 12
- Teach content area following the school's course of study or as assigned utilizing technology and varying teaching modalities
- Plan and execute instructional lesson plans
- Adapt and enrich the curriculum using multiple strategies and online tools in imaginative ways to actively engage students in their learning for enrichment or remediation purposes
- Align material to standards and or create course material aligned to applicable standards
- Motivate students to achieve their full attendance, academic, and behavioral goals, as well as other goals identified
- Maintain a positive school environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling
- Maintain a safe classroom environment
- Issue discipline in an orderly fashion conducive to good learning
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Establish and maintain a positive rapport with students, parents, staff, school administration, and other stakeholders
- Maintain effective communication on an ongoing basis with students, parents, staff, school administration, and other stakeholders
- Perform student home visits as needed
- Prepare and administer all standardized tests as directed
- Recognize opportunities for teachable moments with students
- Gather, maintain, and submit all student information and forms in a professional and timely manner
- Develops classroom experiences that teach students not only facts but how to apply what they learn to solve real world problems
- Possess the knowledge to learn data and delivery systems necessary for the content, resources, and systems to create, manage, and assess engaging and relevant student learning experiences and support students in their learning experiences both inside and outside the school.
- Maintain confidentiality concerning all student information and any professional matters
- Uses computers and other technology provided to assist and support students in their learning
- Participate in ongoing professional development activities
- Work in a professional and cooperative manner with others to achieve duties and responsibilities
- Attend and/or participate in school activities as directed by the Administration such as: faculty meetings (before or after school hours), open houses, commencement exercises, field trips, professional learning communities

- Models tolerance, global awareness, reflective practice, and the behavior we expect from our students
- Actively assists in student recruitment and retention activities as directed by the Administrator
- Perform other duties as assigned

Qualifications

- **Michigan residence required**
- Bachelor's degree in education or related field
- Current Michigan teaching license in all relevant content areas and grade bands
- Strong content knowledge in one more content areas
- Familiarity with the MTSS process
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Prior online teaching experience preferred
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications
- Excellent verbal and written communication skills
- A passion for teaching and genuine care for children
- Understanding of and ability to manage confidential information
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Ability to work with a diverse and distributed student body and peer group
- Ability to pass state and federal background checks

Virtual English Teacher

*****MICHIGAN OR INDIANA RESIDENCE IS REQUIRED FOR THIS POSITION. *****

The **6-12 ENGLISH TEACHER** effectively educates middle and high school students in conformity with the school philosophy and policies and rules of the governing bodies.

Responsibilities

- Serve as a teacher of record and primary instructor in English for students in Grades 6 through 12
- Teach content area following the school's course of study or as assigned utilizing technology and varying teaching modalities
- Plan and execute instructional lesson plans
- Adapt and enrich the curriculum using multiple strategies and online tools in imaginative ways to actively engage students in their learning for enrichment or remediation purposes
- Align material to standards and or create course material aligned to applicable standards
- Motivate students to achieve their full attendance, academic, and behavioral goals, as well as other goals identified
- Maintain a positive school environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling
- Maintain a safe classroom environment
- Issue discipline in an orderly fashion conducive to good learning
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Establish and maintain a positive rapport with students, parents, staff, school administration, and other stakeholders
- Maintain effective communication on an ongoing basis with students, parents, staff, school administration, and other stakeholders
- Perform student home visits as needed
- Prepare and administer all standardized tests as directed
- Recognize opportunities for teachable moments with students
- Gather, maintain, and submit all student information and forms in a professional and timely manner
- Develops classroom experiences that teach students not only facts but how to apply what they learn to solve real world problems
- Possess the knowledge to learn data and delivery systems necessary for the content, resources, and systems to create, manage, and assess engaging and relevant student learning experiences and support students in their learning experiences both inside and outside the school.
- Maintain confidentiality concerning all student information and any professional matters
- Uses computers and other technology provided to assist and support students in their learning
- Participate in ongoing professional development activities
- Work in a professional and cooperative manner with others to achieve duties and responsibilities

- Attend and/or participate in school activities as directed by the Administration such as: faculty meetings (before or after school hours), open houses, commencement exercises, field trips, professional learning communities
- Models' tolerance, global awareness, reflective practice, and the behavior we expect from our students
- Actively assists in student recruitment and retention activities as directed by the Administrator
- Perform other duties as assigned

QUALIFICATIONS

- Michigan or Indiana residence required
- Bachelor's degree in education or related field
- Current Michigan teaching license in all relevant content areas and grade bands
- Strong content knowledge in one more content areas
- Familiarity with the Response to Intervention (RTI) process
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Prior online teaching experience preferred
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications
- Excellent verbal and written communication skills
- A passion for teaching and genuine care for children
- Understanding of and ability to manage confidential information
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Ability to work with a diverse and distributed student body and peer group
- Ability to pass state and federal background checks

Virtual Math Teacher

***MICHIGAN, INDIANA OR OHIO RESIDENCE IS REQUIRED FOR THIS POSITION. ***

The **6-12 MATH TEACHER** effectively educates middle and high school students in conformity with the school philosophy and policies and rules of the governing bodies.

Responsibilities

- Serve as a teacher of record and primary instructor in Math for students in Grades 6 through 12
- Teach content area following the school's course of study or as assigned utilizing technology and varying teaching modalities
- Plan and execute instructional lesson plans
- Adapt and enrich the curriculum using multiple strategies and online tools in imaginative ways to actively engage students in their learning for enrichment or remediation purposes
- Align material to standards and or create course material aligned to applicable standards
- Motivate students to achieve their full attendance, academic, and behavioral goals, as well as other goals identified
- Maintain a positive school environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling
- Maintain a safe classroom environment
- Issue discipline in an orderly fashion conducive to good learning
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Establish and maintain a positive rapport with students, parents, staff, school administration, and other stakeholders
- Maintain effective communication on an ongoing basis with students, parents, staff, school administration, and other stakeholders
- Perform student home visits as needed
- Prepare and administer all standardized tests as directed
- Recognize opportunities for teachable moments with students
- Gather, maintain, and submit all student information and forms in a professional and timely manner
- Develops classroom experiences that teach students not only facts but how to apply what they learn to solve real world problems
- Possess the knowledge to learn data and delivery systems necessary for the content, resources, and systems to create, manage, and assess engaging and relevant student learning experiences and support students in their learning experiences both inside and outside the school.
- Maintain confidentiality concerning all student information and any professional matters
- Uses computers and other technology provided to assist and support students in their learning
- Participate in ongoing professional development activities
- Work in a professional and cooperative manner with others to achieve duties and responsibilities

- Attend and/or participate in school activities as directed by the Administration such as: faculty meetings (before or after school hours), open houses, commencement exercises, field trips, professional learning communities
- Models' tolerance, global awareness, reflective practice, and the behavior we expect from our students
- Actively assists in student recruitment and retention activities as directed by the Administrator
- Perform other duties as assigned

QUALIFICATIONS

- Michigan, Indiana, or Ohio residence required
- Bachelor's degree in education or related field
- Current Michigan teaching license in all relevant content areas and grade bands
- Strong content knowledge in one or more content areas
- Familiarity with the Response to Intervention (RTI) process
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Prior online teaching experience preferred
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications.
- Excellent verbal and written communication skills.
- A passion for teaching and genuine care for children
- Understanding of and ability to manage confidential information
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Ability to work with a diverse and distributed student body and peer group
- Ability to pass state and federal background checks

Virtual Science Teacher

*****MICHIGAN OR INDIANA RESIDENCE IS REQUIRED FOR THIS POSITION. *****

The **6-12 SCIENCE TEACHER** effectively educates middle and high school students in conformity with the school philosophy and policies and rules of the governing bodies.

Responsibilities

- Serve as a teacher of record and primary instructor in science for students in Grades 6 through 12
- Teach content area following the school's course of study or as assigned utilizing technology and varying teaching modalities
- Plan and execute instructional lesson plans
- Adapt and enrich the curriculum using multiple strategies and online tools in imaginative ways to actively engage students in their learning for enrichment or remediation purposes
- Align material to standards and or create course material aligned to applicable standards
- Motivate students to achieve their full attendance, academic, and behavioral goals, as well as other goals identified
- Maintain a positive school environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling
- Maintain a safe classroom environment
- Issue discipline in an orderly fashion conducive to good learning
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Establish and maintain a positive rapport with students, parents, staff, school administration, and other stakeholders
- Maintain effective communication on an ongoing basis with students, parents, staff, school administration, and other stakeholders
- Perform student home visits as needed
- Prepare and administer all standardized tests as directed
- Recognize opportunities for teachable moments with students
- Gather, maintain, and submit all student information and forms in a professional and timely manner
- Develops classroom experiences that teach students not only facts but how to apply what they learn to solve real world problems
- Possess the knowledge to learn data and delivery systems necessary for the content, resources, and systems to create, manage, and assess engaging and relevant student learning experiences and support students in their learning experiences both inside and outside the school.
- Maintain confidentiality concerning all student information and any professional matters
- Uses computers and other technology provided to assist and support students in their learning
- Participate in ongoing professional development activities
- Work in a professional and cooperative manner with others to achieve duties and responsibilities

- Attend and/or participate in school activities as directed by the Administration such as: faculty meetings (before or after school hours), open houses, commencement exercises, field trips, professional learning communities
- Models tolerance, global awareness, reflective practice, and the behavior we expect from our students
- Actively assists in student recruitment and retention activities as directed by the Administrator
- Perform other duties as assigned

QUALIFICATIONS

- Michigan or Indiana residence required
- Bachelor's degree in education or related field
- Current Michigan teaching license in all relevant content areas and grade bands
- Strong content knowledge in one more content areas
- Familiarity with the Response to Intervention (RTI) process
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Prior online teaching experience preferred
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications
- Excellent verbal and written communication skills
- A passion for teaching and genuine care for children
- Understanding of and ability to manage confidential information
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Ability to work with a diverse and distributed student body and peer group
- Ability to pass state and federal background checks

Virtual Social Studies Teacher

*****MICHIGAN RESIDENCE IS REQUIRED FOR THIS POSITION. *****

The **6-12 SOCIAL STUDIES TEACHER** effectively educates middle and high school students in conformity with the school philosophy and policies and rules of the governing bodies.

Responsibilities

- Serve as a teacher of record and primary instructor in Social Studies for students in Grades 6 through 12
- Teach content area following the school's course of study or as assigned utilizing technology and varying teaching modalities
- Plan and execute instructional lesson plans
- Adapt and enrich the curriculum using multiple strategies and online tools in imaginative ways to actively engage students in their learning for enrichment or remediation purposes
- Align material to standards and or create course material aligned to applicable standards
- Motivate students to achieve their full attendance, academic, and behavioral goals, as well as other goals identified
- Maintain a positive school environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling
- Maintain a safe classroom environment
- Issue discipline in an orderly fashion conducive to good learning
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Establish and maintain a positive rapport with students, parents, staff, school administration, and other stakeholders
- Maintain effective communication on an ongoing basis with students, parents, staff, school administration, and other stakeholders
- Perform student home visits as needed
- Prepare and administer all standardized tests as directed
- Recognize opportunities for teachable moments with students
- Gather, maintain, and submit all student information and forms in a professional and timely manner
- Develops classroom experiences that teach students not only facts but how to apply what they learn to solve real world problems
- Possess the knowledge to learn data and delivery systems necessary for the content, resources, and systems to create, manage, and assess engaging and relevant student learning experiences and support students in their learning experiences both inside and outside the school.
- Maintain confidentiality concerning all student information and any professional matters
- Uses computers and other technology provided to assist and support students in their learning
- Participate in ongoing professional development activities
- Work in a professional and cooperative manner with others to achieve duties and responsibilities

- Attend and/or participate in school activities as directed by the Administration such as: faculty meetings (before or after school hours), open houses, commencement exercises, field trips, professional learning communities
- Models' tolerance, global awareness, reflective practice, and the behavior we expect from our students
- Actively assists in student recruitment and retention activities as directed by the Administrator
- Perform other duties as assigned

QUALIFICATIONS

- Michigan residence required
- Bachelor's degree in education or related field
- Current Michigan teaching license in all relevant content areas and grade bands
- Strong content knowledge in one more content areas
- Familiarity with the Response to Intervention (RtI) process
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Prior online teaching experience preferred
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications
- Excellent verbal and written communication skills
- A passion for teaching and genuine care for children
- Understanding of and ability to manage confidential information
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Ability to work with a diverse and distributed student body and peer group
- Ability to pass state and federal background checks

Virtual K-5 Teacher

The **K-5 TEACHER** effectively educates elementary students in conformity with the school philosophy and policies and rules of the governing bodies.

RESPONSIBILITIES

- Serve as the teacher of record and primary instructor in all core content areas
- Teach all subjects following the school's course of study or as assigned utilizing technology and varying teaching modalities
- Plan and execute instructional lesson plans
- Adapt and enrich the curriculum using multiple strategies and online tools in imaginative ways to actively engage students in their learning for enrichment or remediation purposes
- Align material to standards and or create course material aligned to applicable standards
- Motivate students to achieve their full attendance, academic, and behavioral goals, as well as other goals identified
- Maintain a positive school environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling
- Maintain a safe classroom environment
- Issue discipline in an orderly fashion conducive to good learning
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Establish and maintain a positive rapport with students, parents, staff, school administration, and other stakeholders
- Maintain effective communication on an ongoing basis with students, parents, staff, school administration, and other stakeholders
- Perform student home visits as needed
- Prepare and administer all standardized tests as directed
- Work with the teaching staff to improve nationally normed, standardized and proficiency testing results
- Recognize opportunities for teachable moments with students
- Gather, maintain, and submit all student information and forms in a professional and timely manner
- Develops classroom experiences that teach students not only facts but how to apply what they learn to solve real world problems
- Possess the knowledge to learn data and delivery systems necessary for the content, resources, and systems to create, manage, and assess engaging and relevant student learning experiences and support students in their learning experiences both inside and outside the school
- Maintain confidentiality concerning all student information and any professional matters
- Uses computers and other technology provided to assist and support students in their learning
- Participate in ongoing professional development activities
- Work in a professional and cooperative manner with others to achieve duties and responsibilities
- Attend and/or participate in school activities as directed by school leadership such as: faculty meetings (before or after school hours), open houses, commencement exercises, field trips, professional learning communities

- Models tolerance, global awareness, reflective practice, and the behavior we expect from our students
- Actively assists in student recruitment and retention activities as directed by school leadership
- Perform other duties as assigned

QUALIFICATIONS

- Bachelor's degree in education or related field
- Current ***Michigan*** teaching license in all relevant content areas and grade bands
- Strong content knowledge in one more content areas
- Familiarity with the Multi-Tiered System of Support (MTSS) process
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Prior online teaching experience preferred
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications
- Excellent verbal and written communication skills
- A passion for teaching and genuine care for children
- Understanding of and ability to manage confidential information
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Ability to work with a diverse and distributed student body and peer group
- Ability to pass state and federal background checks

Math Intervention Teacher

The **MATH INTERVENTION TEACHER** effectively educates students in conformity with the school philosophy and policies and rules of the governing bodies.

Responsibilities

- Relentlessly work to meet all goals related to student achievement and culture as well as Adequate Yearly Progress (AYP) goals.
- Deliver highly effective daily lessons based on student need, rooted in research-based instructional practices.
- Differentiate instruction to meet the needs of all students.
- Utilize research-based best practices in daily planning and classroom instruction.
- Create a joyful, caring, and loving classroom environment for all students.
- Integrate culturally responsive teaching practices into daily lessons and interactions with students, parents, and colleagues.
- Implement school-wide culture expectations and norms, inside the classroom and beyond.
- Communicate regularly with families regarding the academic and social-emotional growth of their child.
- Incorporate 21st century technology skills into daily classroom practice and team settings.
- Participate in the planning and implementation of non-instructional activities such as social events and field trips
- Collaborate and communicate effectively, humbly, and respectfully with all colleagues.
- Perform other duties as assigned

Qualifications:

- Michigan residency required
- Current state teaching license in appropriate content area
- Knowledge of State Standards and Common Core Standards
- Preferred at least two years' experience teaching
- High level of comfort working in a growth-focused coaching environment based on frequent observations, debriefs, action planning, and progress monitoring.
- High quality written and verbal communication skills
- High proficiency in Microsoft Office products including Word and Outlook
- Ability to properly manage confidential information
- Ability to pass federal and state criminal background checks
- Experience working in a multi-cultural setting preferred

Music/Electives Teacher (Grades 6-12)

Michigan residence is required for this position.

The **6-12 Music/Electives Teacher** effectively educates middle and high school students in conformity with the school philosophy and policies and rules of the governing bodies.

Responsibilities

- Serve as a teacher of record and primary instructor in Music for students in Grades 6 through 12
- Teach content area following the school's course of study or as assigned utilizing technology and varying teaching modalities
- Plan and execute instructional lesson plans
- Adapt and enrich the curriculum using multiple strategies and online tools in imaginative ways to actively engage students in their learning for enrichment or remediation purposes
- Align material to standards and or create course material aligned to applicable standards
- Motivate students to achieve their full attendance, academic, and behavioral goals, as well as other goals identified
- Maintain a positive school environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling
- Maintain a safe classroom environment
- Issue discipline in an orderly fashion conducive to good learning
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Establish and maintain a positive rapport with students, parents, staff, school administration, and other stakeholders
- Maintain effective communication on an ongoing basis with students, parents, staff, school administration, and other stakeholders
- Perform student home visits as needed
- Prepare and administer all standardized tests as directed
- Recognize opportunities for teachable moments with students
- Gather, maintain, and submit all student information and forms in a professional and timely manner
- Develops classroom experiences that teach students not only facts but how to apply what they learn to solve real world problems
- Possess the knowledge to learn data and delivery systems necessary for the content, resources, and systems to create, manage, and assess engaging and relevant student learning experiences and support students in their learning experiences both inside and outside the school.
- Maintain confidentiality concerning all student information and any professional matters
- Uses computers and other technology provided to assist and support students in their learning
- Participate in ongoing professional development activities
- Work in a professional and cooperative manner with others to achieve duties and responsibilities
- Attend and/or participate in school activities as directed by the Administration such as: faculty meetings (before or after school hours), open houses, commencement exercises, field trips, professional learning communities

- Models tolerance, global awareness, reflective practice, and the behavior we expect from our students
- Actively assists in student recruitment and retention activities as directed by the Administrator
- Perform other duties as assigned

Qualifications

- **Michigan residence required**
- Bachelor's degree in education or related field
- Current Michigan teaching license in all relevant content areas and grade bands
- Strong content knowledge in one more content areas
- Familiarity with the MTSS process
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Prior online teaching experience preferred
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications
- Excellent verbal and written communication skills
- A passion for teaching and genuine care for children
- Understanding of and ability to manage confidential information
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Ability to work with a diverse and distributed student body and peer group
- Ability to pass state and federal background checks

Virtual Principal

The Virtual Principal serves as the instructional and administrative leader of the school program. The Virtual Principal is responsible for the implementation and achievement of the school's academic vision, student advancement and daily operations. The Principal will ensure successful academic outcomes for all students while employing long-term instructional sustainability measures involving professional development, teacher quality assessment, curriculum and pedagogical advancement.

**** Michigan Residency is required for this position ****

Responsibilities

- Relentlessly work to meet all goals related to student achievement and school culture as well as School Report Card/Accountability goals
- Facilitate the implementation of a standards-based curriculum
- Assume responsibility for student outcomes as related to academics and social-emotional learning
- Serve as the instructional leader in the building by facilitating a growth-focused professional environment
- Lead Data Driven Instructional efforts, teaching and supporting staff in using data to monitor program effectiveness and adjust instructional programming
- Develop, plan, and implement all phases of summer educational opportunities as applicable
- Ensure effective implementation of instructional program across grade bands in collaboration with the Secondary Principal, Special Programs Manager, Operations Manager, and Student Services Coordinator
- Monitor teacher performance metrics (pass rates, teaching time, student contacts, etc...) and ensure teacher accountability for meeting set expectations
- Work with the operations team to coordinate audits, and ensure compliance to state and sponsor regulations
- Work with the IT team to coordinate school technology efforts and make recommendations for improvement
- Work with the Student Services Coordinator to ensure support staff understand instructional model and teachers understand and appropriately utilize available student supports
- Assist with updating parent and student manuals, policies, and handbooks
- Effectively communicate the school's mission and vision and soliciting input from parents and families about school performance, areas for improvement, and their needs
- Engaging and building strong professional relationships with parents, characterized by timely and regular communications, involving parents, wherever possible in the life of the school
- Contribute to a positive climate and culture by exhibiting high professional standards
- Understand, accept, abide by, and implement the school's philosophy and mission statement in all school activities
- Coordinate special projects, such as peer mentoring, service learning and community involvement
- Conduct home visits as needed
- Respond to parent concerns and work collaboratively with parents

- Address student disciplinary situations and implement school code of conduct and suspension/expulsion procedures
- Other duties as assigned

Qualifications

- Master's degree in Education or related discipline is required; an advanced degree in education/educational leadership strongly preferred
- Current valid Principal and Teacher license
- Three or more years of experience working in an online school in an instructional leadership role
- Two or more years of experience in successful school administration/instructional leadership in an online school setting
- Knowledge of Michigan State Standards and Common Core Standards
- Successful completion of federal and state criminal background checks
- Experience in coaching teachers to improve their instructional planning, instructional practice, and classroom culture
- Ability to meet educational standards as applicable
- Ability to work effectively to prioritize and execute tasks to meet deadlines consistently
- Understanding of and ability to manage confidential information
- Exemplary written and verbal communication skills

Virtual Reading Intervention Teacher

The **READING INTERVENTION TEACHER** effectively educates students in conformity with the school philosophy and policies and rules of the governing bodies.

Responsibilities

- Relentlessly work to meet all goals related to student achievement and culture as well as Adequate Yearly Progress (AYP) goals.
- Deliver highly effective daily lessons based on student need, rooted in research-based instructional practices.
- Differentiate instruction to meet the needs of all students.
- Utilize research-based best practices in daily planning and classroom instruction.
- Create a joyful, caring, and loving classroom environment for all students.
- Integrate culturally responsive teaching practices into daily lessons and interactions with students, parents, and colleagues.
- Implement school-wide culture expectations and norms, inside the classroom and beyond.
- Communicate regularly with families regarding the academic and social-emotional growth of their child.
- Incorporate 21st century technology skills into daily classroom practice and team settings.
- Participate in the planning and implementation of non-instructional activities such as social events and field trips
- Collaborate and communicate effectively, humbly, and respectfully with all colleagues.
- Perform other duties as assigned

Qualifications:

- Michigan residency required
- Current state teaching license in appropriate content area
- Knowledge of State Standards and Common Core Standards
- Preferred at least two years' experience teaching
- High level of comfort working in a growth-focused coaching environment based on frequent observations, debriefs, action planning, and progress monitoring.
- High quality written and verbal communication skills
- High proficiency in Microsoft Office products including Word and Outlook
- Ability to properly manage confidential information
- Ability to pass federal and state criminal background checks
- Experience working in a multi-cultural setting preferred

Virtual Social Worker

The **SCHOOL SOCIAL WORKER** supports overall student success by partnering with staff members and families to identify and mitigate barriers to learning, connect families and students to local, state, and federal resources, and providing proactive and preventative services.

RESPONSIBILITIES

- 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 the Social Emotional Learning (SEL) curriculum and track data accordingly
- 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 AND One (1) year of documented social work field experience AND Michigan School Social Work License
- Microsoft Office (Outlook, Word, Excel, PowerPoint, Project, Visio, etc.); Web proficiency.
- Ability to travel 10% of the time
- Ability to pass required background check
- Three (3) years of field experience
- 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

Virtual Special Education Manager

The Virtual Special Education Manager supports the creation of appropriate programming for transfer students by collaborating with the enrollment team and prior school to obtain documents and understand student needs. Assists in implementation of Extended School Year program and gathering student data required for state reporting. Makes and implements student centered decisions in accordance with all state laws and regulations and Michigan Online procedures and policies.

Responsibilities

- 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 topics
- Coordinate with enrollment team to understand volume and needs of newly enrolling Special Education students, gather existing documentation, and assign students to Special Education caseloads
- Screen and interview potential special education candidates for open positions
- Review all Special Education documents, including IEPs, for compliance and quality and provide feedback and coaching to Special Education staff prior to IEP meeting
- Act as District Representative at meetings for students with disabilities.
- Liaise with the ISD Special Education Team on behalf of Michigan Online School
- Support Special Education staff with complex parent communications as needed
- Monitor Special Education staff compliance with timelines, data collection and progress monitoring
- Coordinate and collaborate with related services for qualifying students to ensure effectiveness of student services.
- Monitor evaluation compliancy dates, communicate due dates and ensure compliancy dates are being met by service providers.
- Observe and evaluate Special Education staff during instructional time with students and provide feedback
- Partners with administration across programs to ensure communication and consistency in general education and special education programming
- Collaborate with State Reporting personnel to gather/enter all needed data into state and federal systems
- Participate in trainings and meetings held by the ACCEL Special Education team
- Perform all other job duties as assigned

Qualifications

- Master's Degree in Special Education Required
- Minimum 3 years of experience providing special education services in an online model
- Current Michigan Special Education Teacher or Administrator Certification
- Proficiency in Microsoft Office and Google Suite Products
- Proficiency in PowerSchool SIS and Special Programs preferred
- 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 client 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 company welfare.
- 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 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
- Understanding and ability to manage confidential information
- Ability to pass federal and state criminal background checks

Virtual Special Education Teacher

The Virtual Special Education Teacher supports the educational and behavioral goals of all students with a focus on students with an Individualized Education Program.

MICHIGAN RESIDENCY AND CURRENT SE CERTIFICATION ARE REQUIREMENTS

RESPONSIBILITIES

- Assist with the implementation of the Individualized Education Plan (IEP) for each student served
- Write IEPs in a timely manner
- Participate in the Multi-Tiered System of Supports (MTSS)
- Maintain all student records and files according to federal, state and local mandates.
- Complete all necessary paperwork within timelines to be compliant,
- Complete progress reports as required
- Complete all components of all paperwork
- Work 1:1, in small groups or in whole class sessions with students
- Administer Transition Assessments
- Write lessons plans to accommodate goals in the student's IEP.
- Teach all subjects following the school's course of study or as assigned
- Schedule and participate in IEP and other meetings for students with disabilities
- Prepare and administer all standardized tests, benchmark assessments and evaluation assessments as directed
- Work with the teaching staff to improve standardized and proficiency testing results
- Maintain confidentiality concerning all student information and any professional matters
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Collaborate with parents, teachers, psychologists, parents, Administrator, and professionals outside of school
- Work with Related Services to keep evaluations current, updated every three years
- Provide resources for classroom teachers for areas of disability
- Attend, participate in and/or chaperone school activities such as faculty meetings (before or after school hours), open houses, commencement exercises, student activities
- Conduct student home visits as required
- Other duties as assigned
- Attend professional developments as assigned

SKILLS/QUALIFICATIONS

- Masters' Degree Required
- Required three years of teaching experience, at least 2 of which are in special education
- Current Michigan certification/licensure in appropriate area
- Strong content knowledge in one or more content areas
- Familiarity with state proficiency testing state teaching standards
- Understanding of and/or willingness to learn the MTSS process
- Prior experience working with a diverse student body

- Excellent written and verbal communication skills that reflect professionalism and tact, at all times
- Genuine care for children and a passion for teaching
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications
- Prior experience with software and databases used to maintain Individuals with Disabilities Education Act (IDEA) compliance including Power School Special Programs
- Ability to learn new technologies and acquire new skills through independent study, professional training, and from more senior team members
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality
- Ability to and willingness to work occasional evenings
- Valid driver's license and ability to perform occasional local and in-state travel
- Ability to pass federal, state, and local background checks
- In-state residence preferred
- Knowledge of co-teaching models and the ability to co-teach

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

BETWEEN

ACCEL ONLINE MICHIGAN LLC AND MICHIGAN ONLINE SCHOOL

THIS FIRST AMENDMENT TO MANAGEMENT AGREEMENT (the "***Amendment***") between Accel Online Michigan LLC (the "***Manager***"), a Delaware limited liability company and Michigan Online School (the "***School***"; together with the Manager, the "Parties"), a Michigan school of excellence corporation organized under the direction of a board of directors, dated July 1, 2022, is made by Manager and the School.

WITNESSETH:

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

WHEREAS, the Initial Term of the Agreement is scheduled to end on the Renewal Date of June 30, 2022; and

WHEREAS, the Parties desire to amend the Agreement and extend it for a Renewal Term.

NOW, THEREFORE, for good and valuable consideration including the mutual promises and benefits contained in this 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 has issued a new Charter Contract having a term commencing on July 1, 2022, and continuing through not later than June 30, 2027. Pursuant to Section 2.2 of the Agreement, the Parties hereby enter into a Renewal Term that shall commence on July 1, 2022, and continue through not later than June 30, 2024. 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 to the School after expiration of the Charter Contract, this Agreement shall automatically terminate on the same date as the Charter Contract is suspended, revoked or terminated or expires without further action of the parties,.

2. Budgeting. The eighth sentence of Section 1.2(a)(v)(A) shall be modified to insert "In the absence of a Board-determined cash reserve balance, …" to the beginning of the sentence so it states, "In the absence of a Board-determined cash reserve balance, Manager and Financial Services Provider will maintain a cash reserve balance of not less than five percent (5%) of revenue received by the School during the immediately preceding school year."

3. Student Recruitment and Admissions. The third sentence of Section 1.2(a)(xiii) of the Agreement shall be modified so it states, "Recruitment via lead generation, lead qualification and lead conversion to application and enrollment will take place via contact strategy by phone, email or in-person events."

4. Place of Performance; Provision of Offices. The last sentence of Section 1.4 shall be modified to fix a scrivener's error so it states, "Manager shall not manage other schools within its portfolio in any space provided to Manager by the School."

5. Service Fees. The Fee Schedule referenced as an attachment in Section 4.1(a) of the Agreement regarding Service Fees shall be removed therefrom and replaced with the revised Fee Schedule attached to this Amendment as Exhibit A.

6. Service Fees. The following shall be added to the end of Section 4.1(a):

> The Service Fees referenced in Exhibit A (Fee Schedule) to be paid to Manager are intended to compensate Manager for all expenses and costs it or its Affiliates incur as described in the Fee Schedule for administrative, management, and financial services it is required to provide under this Agreement, including but not limited to personnel expenses associated with central-office personnel (i.e., personnel who are not assigned to the School on a full- or part-time basis), accounting services, procurement services, and clerical services. All Service Fees are subject to adjustment consistent with any adjustments to the School's revenue resulting, by way of example, from categorical funding or pupil accounting audit reductions, including audits conducted under State Aid Act Section 1615. Manager will provide sufficient professional and non-professional staff in these areas, who shall be compensated by Manager or its Affiliate which is responsible for their compensation, benefits, and taxes. The Fee Schedule does not include payments for personnel of the Manager, its Affiliates, or third-party personnel assigned to the School, the cost of which School will pay in accordance with Section 4.2 and 4.6 herein. The fees for any services required by this Agreement that are included in the Service Fees and for which Manager elects to have a subcontractor perform shall not be charged to, reimbursed by, or passed through to the School.

7. Payment of Costs. The current content in Section 4.2 of the Agreement shall be deleted and replaced with the following:

> 4.2 Payment of Costs. If Manager incurs costs not otherwise included in the Service Fees to deliver services pursuant to this Agreement, the School will reimburse Manager within Board-approved Budget parameters, for such costs which may include, but are not limited to, mortgage, rent and/or lease

payments (including costs pursuant to any equipment lease or Administrative Facility lease), Facility maintenance and utility costs, salaries of Manager's employees and subcontractors assigned to the staff of the School, Authorizer fee, costs related to curriculum, instructional materials, textbooks, library books, computers, software, supplies, special education, psychological services and specialty services. Except as may be provided in any equipment lease or Administrative Facility lease that is the subject of this Section 4.2, in charging for such costs to the School and paying for such costs, Manager will not charge an added fee.

No corporate costs or overhead of Manager shall be charged to, or reimbursed by, the School. All such expenses and overhead are included in the Service Fees. Corporate expenses and overhead include, but are not limited to, Manager's rent, utilities, equipment, supplies, payroll of and benefits for central office staff, vehicles, corporate travel, and other such costs incurred as a result of its operation in servicing the School. Notwithstanding any other provision herein, To the extent Manager procures any goods or services on behalf of the School and for which the School is responsible for paying, there shall be no markup of the cost of those goods and services by Manager.

Notwithstanding any other language in this Section, the School shall only reimburse for costs included in the Budget, as may be amended, or for which the Board has approved in advance.

8. Payment Options. The following new section 4.6 shall be added to Article IV of the Agreement:

4.6 Payment Options.

(a) The School will submit payments via one of two funding methods ("***Funding Method***"): (i) Automated Clearing House ("***ACH***") funding, or (ii) wire funding ("***Wire***"). The School is only eligible for ACH funding if approved by the Manager. The School must utilize the Wire Funding Method if the School is not approved for the ACH Funding Method. "ACH" means the network used for electronic payments and money transfers, Automated Clearing House.

(b) To verify the costs incurred by Manager in delivering services under this Agreement, Manager will submit payroll information to the School. Provided that the School's cashflow so allows, the School shall submit payment in an amount equal to the Manager's reported payroll amount two (2) Business Days prior to Manager's scheduled payroll payment date. "***Business Day***" means any day of the year

other than (a) a Saturday, Sunday or (b) day on which banking institutions in any jurisdiction of the banking institution of the School are closed; or (c) a statutory or civic holiday in the United States. If the School's cashflow is insufficient, the School shall make payment as soon as reasonably possible thereafter. Manager will initiate electronic payment not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date payment is due. School's failure to timely fund payroll may result in the requirement to utilize an alternative Funding Method, and delayed processing of banking, and other transaction or additional fees may be imposed including, without limitation, by the applicable financial institutions.

9. Return of Materials and Records. The current content of Section 7.6 of the Agreement shall be deleted and replaced with the following:

Return of Materials and Records. On the later of (a) five (5) business days after any termination or expiration of this Agreement by either Party for any reason, or (b) the effective date of termination as established in this ARTICLE VII, the president of the Board shall certify to Manager in writing that the School, upon information and belief, has ceased use of any proprietary materials relating to the Educational Program. At Manager's direction, the School will promptly permit representatives of Manager or its Affiliate to pick up all such materials at a mutually agreeable location, except to the extent that records are required to be retained by law. Manager shall, without additional charge: (a) assist the Financial Services Provider with closing the financial records on the then-current school fiscal year which includes, but is not limited to, providing support for the completion and submission of the annual financial audit, state and federal grant reporting, and all other associated reporting within required timelines established by the appropriate local, state, or federal authority; (b) organize and prepare student records for transition to the new education service provider ("ESP"), self-management or in the case of school closure, transfer to a student's new school as designated by the student's parent/legal guardian or to a person or entity authorized to hold such records; (c) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by the ESP to School; (d) organize and prepare the School records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (e) provide for the orderly transition to the new ESP, self-management or dissolution of all School-owned assets including, but not limited to, furniture, fixtures, equipment

(including technology equipment) and real estate. This includes any keys, log-in information and passwords related to any School asset.

10. The following new sentence shall be added to the end of Section 13.2(c) of the Agreement:

Notwithstanding the foregoing, nothing in this Section shall bar a Party from seeking temporary, preliminary, or permanent injunctive relief from a court of competent jurisdiction in emergency circumstances, including, but not limited to, the revocation of the Charter Contract. The Parties agree that the arbitrability of those circumstances governed by the preceding provision may be decided by a court of competent jurisdiction.

11. The following new Section 6.6 shall be added to Article VI of the Agreement:

6.6. Liability for Employees. The Manager accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, worker's compensation, unemployment compensation, and liability insurance for its employees, whether leased to the School or working on School operations, irrespective of whether Manager receives an advance of its costs or the payment of services form the School.

12. The following new Section 6.7 shall be added to Article VI of the Agreement:

6.7 Noncompete Prohibited. Manager shall not execute any contract with its staff assigned to the School (including, by way of example and without limitation, contracts with administrators, teachers, counselors, and the like) that contain non-compete agreements of any nature.

13. The following new Section 7.7 shall be added to Article VII of the Agreement:

7.7 Closure or Reconstitution. In the event that the School is required (i) to close a School site pursuant to a notice issued by the Michigan Department of Education under Code Section 561, MCL 380.561; or (ii) to undergo a reconstitution pursuant to Code Section 561, MCL 380.561, and the Charter Contract, and such closure of a School site or reconstitution causes an amendment to or termination of this Agreement, this Agreement shall be amended or terminated to implement the School site closure or reconstitution with no cost or penalty to the School, and the Manager shall have no recourse against the School or the Gobles Public Schools Board of Education for implementing such site closure or reconstitution.

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14. The following new Section 7.8 shall be added to Article II of the Agreement:

7.8 Mid-Year Termination Discouraged. The Board and Manager acknowledge and agree that termination of this Agreement mid-year is strongly discouraged. The Board and the Manager should make every effort necessary to remedy a breach of this Agreement in order to continue the School's operation until completion of the then-current-school fiscal year. If a breach cannot be remedied, the Board and the Manager agree to work cooperatively to transition management and operations of the School without disrupting the School's operations. The Manager shall perform this transition in a similar manner as described in Section 7.6 of this Agreement based upon completion of the then-current school period.

15. The following new Section 3.8 shall be added to Article III of the Agreement:

3.8 Data Breach Response Plan. The Manager shall develop and maintain, with Board approval, a data breach response plan to address the release of personally identifiable information from the School's education records or other information not suitable for public release. In the event of a data breach, the Manager and the School shall follow the data breach response plan.

16. All other terms and conditions of the Agreement 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 unless specifically otherwise defined herein or in Exhibit A.

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

By and on behalf of
ACCEL ONLINE MICHIGAN LLC

DocuSigned by:
By: Ron Packard
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Print Name: Ron Packard

Title: ceo

By and on behalf of
MICHIGAN ONLINE SCHOOL

By: Ellen E M McGahey

Print Name: Ellen M McGahey

Title: Board President

Exhibit A to
Amendment to Management Agreement
between Accel Online Michigan LLC and Michigan Online School

ACCEL Online Michigan LLC SY 22-23 Fee Schedule		
Description	**Fee**	**Description**
Curriculum & Materials, AMP System, and Instructional Support Services	$1,300 per student per year; Upfront fee of $260 upon enrollment start date and $104 billed monthly while student is enrolled, over a maximum of 10 months per year	Fee includes: 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
Student Computers & Fulfillment Cost	$425 per device; Billed when device is received by student	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
Student Technology Assistance Services	$150 per student per year; Upfront fee of $50 upon enrollment start date and $10 billed monthly while student is enrolled, over a maximum of 10 months per year	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	$100 per student; One time fee for continuous enrollment of a student, billed only for new students	Fee includes: Assisting parents/guardians of new students with the school enrollment process, including following up with lead inquiries to describe the school program offering and help families determine if the school is a good fit for their student; Collecting required compliancy documents for enrolling students;
Community Outreach, School Website	$200 per student per year; Billed annually based on prelimiary fall count and subject to true-up after the fall FTE audit	Fee includes: Development of marketing plan and implementation to meet desired enrollment targets; Management of school public website development and maintenance; School branding across both digital and print assets; Conducting school satisfaction surveys with enrolled families to share with local school teams; Management of school social media pages, including providing real-time support and responses to parent inquiries; Assist in promoting school events; Support collateral, design, and copy needs for school
School Operations Support Services	13% of Total Revenue, billed monthly based on revenue received	Fee includes: Human Resource Generalist Support, School Leadership Support and Development, Accreditation Support; Academic Programming Guidance and Support; External Reporting Support, State Testing Support, Staff Technology Support, Special Education Support, Gifted Program Support, Homeless and Migrant Services Support, School Counseling and Family Support Programming Guidance, Accessibility Support, ELL Support, Additional recruiting fees if needed
School Business Support Services	1% of Total Revenue, billed monthly based on revenue received	Fee includes: School Budgeting & Planning, Pupil Accounting, Federal Programs & Compliance Support, Student ISP Stipend Administration, Procurement, Audit Support (as needed), Insurance/Risk Management Support, Facility Support, Records Security and Management

Educational Service Provider Information Sheet
Exhibit B

Pursuant to Section A, MOS Due Diligence, of the Educational Service Provider ("ESP") Policies established by the Authorizer, prior to executing an agreement with an ESP, the MOS Board shall perform sufficient due diligence to establish that the ESP has the appropriate financial resources, educational services and managerial experience to provide the contracted services. Prior to contracting with an ESP, the MOS Board shall obtain sufficient information to conclude that the ESP Agreement is in the best financial and educational interest of MOS. At a minimum, and prior to the execution of an ESP Agreement, the MOS Board shall provide the following information to the Authorizer:

ESP Name: ACCEL Schools LLC dba ACCEL Learning LLC (Affiliate)

ESP Contact Person: Allison Cleveland

Address: 1750 Tysons Blvd., Suite 1300 City, State, Zip: McLean, VA 22102

Telephone: 703-206-6309 Fax: _____ E mail: acleveland@pansophiclearning.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
Ron Packard , CEO	703-206-6300	1750 Tysons Blvd., Suite1300, McLean VA 22102
Maria Szalay , COO	703-206-6226	1750 Tysons Blvd., Suite1300, McLean, VA 22102
Susan L. Furick, VP of Academic Affairs & Secretary	703-206-6296	1750 Tysons Blvd., Suite1300, McLean, VA 22102

Indicate the organizational structure of the ESP:

x For Profit State of Incorporation: Delaware

Non-Profit Has the ESP obtained authorization to do business in Michigan? _X_ Yes No

____ Limited Liability Corporation

x Other: Foreign Limited Liability Corporation LARA #: 802517459

In the space below, provide the following information on the ESP's primary banking institution:

Bank Name: Bank of America, N.A. Contact Person: Emily Hallenbeck, SVP

Address: 8300 Greensboro Dr., Suite 400, McLean, VA 22102 Telephone: 703-761-8181

In the space below, provide the following information on the ESP's legal counsel:

Firm Name: ACCEL Schools General Counsel Contact Person Christopher Ryan

Address: 1750 Tysons Blvd., Suite 1300, McLean, VA 22102 Telephone: 703-206-6227

In the space below, provide the following information on the firm providing accounting or auditing services to the ESP:

Firm Name: ACCEL Schools Corporate Finance Contact Person Steve Goetzinger, CFO

Address: 1750 Tysons Blvd., Suite 1300, McLean, VA 22102 Telephone: 703-206-6243

Attach a copy of the MOS Board's draft legal opinion (according to Exhibit A), certifying to the Authorizer that the MOS Board has fulfilled all obligations as required in the ESP policies

Educational Service Provider Information Sheet
Exhibit B

Pursuant to Section A, MOS Due Diligence, of the Educational Service Provider ("ESP") Policies established by the Authorizer, prior to executing an agreement with an ESP, the MOS Board shall perform sufficient due diligence to establish that the ESP has the appropriate financial resources, educational services and managerial experience to provide the contracted services. Prior to contracting with an ESP, the MOS Board shall obtain sufficient information to conclude that the ESP Agreement is in the best financial and educational interest of MOS. At a minimum, and prior to the execution of an ESP Agreement, the MOS Board shall provide the following information to the Authorizer:

ESP Name: American School Supply LLC (Affiliate)
ESP Contact Person: Allison Cleveland
Address: 1750 Tysons Blvd., Suite 1300 City, State, Zip: McLean, VA 22102
Telephone: 703-206-6309 Fax:_____ E mail: acleveland@pansophiclearning.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
Ron Packard, CEO	703-206-6300	1750 Tysons Blvd., Suite 1300, McLean VA 22102
Maria Szalay, COO	703-206-6226	1750 Tysons Blvd., Suite 1300, McLean VA 22102
Steve Goetzinger, CFO	703-206-6243	1750 Tysons Blvd., Suite 1300, McLean VA 22102
Brandon Krueger, Chief Marketing Officer	703-206-6248	1750 Tysons Blvd., Suite 1300, McLean VA 22102
Christopher Ryan, General Counsel and Secretary	703-206-6227	1750 Tysons Blvd., Suite 1300, McLean VA 22102

Indicate the organizational structure of the ESP:

x For Profit State of Incorporation: Delaware
Non-Profit Has the ESP obtained authorization to do business in Michigan? x Yes No
___ Limited Liability Corporation
x Other: Foreign Limited Liability Corporation LARA #: 802517463

In the space below, provide the following information on the ESP's primary banking institution:
Bank Name: Bank of America, N.A. Contact Person: Emily Hallenbeck, SVP
Address: 8300 Greensboro Dr., Suite 400, McLean, VA 22102 Telephone: 703-761-8181

In the space below, provide the following information on the ESP's legal counsel:
Firm Name: ACCEL Schools General Counsel Contact Person Christopher Ryan
Address: 1750 Tysons Blvd., Suite 1300, McLean, VA 22102 Telephone: 703-206-6227

In the space below, provide the following information on the firm providing accounting or auditing services to the ESP:
Firm Name: ACCEL Schools Corporate Finance Contact Person Steve Goetzinger, CFO
Address: 1750 Tysons Blvd., Suite 1300, McLean, VA 22102 Telephone: 703-206-6243
Attach a copy of the MOS Board's draft legal opinion (according to Exhibit A), certifying to the Authorizer that the MOS Board has fulfilled all obligations as required in the ESP policies

Educational Service Provider Information Sheet
Exhibit B

Pursuant to Section A, MOS Due Diligence, of the Educational Service Provider ("ESP") Policies established by the Authorizer, prior to executing an agreement with an ESP, the MOS Board shall perform sufficient due diligence to establish that the ESP has the appropriate financial resources, educational services and managerial experience to provide the contracted services. Prior to contracting with an ESP, the MOS Board shall obtain sufficient information to conclude that the ESP Agreement is in the best financial and educational interest of MOS. At a minimum, and prior to the execution of an ESP Agreement, the MOS Board shall provide the following information to the Authorizer:

ESP Name: Accel Online Michigan LLC

ESP Contact Person: Alliso Cleveland

Address: 1750 Tysons Blvd., Suite 1300 City, State, Zip: McLean, VA 22102

Telephone: 703-206-6309 Fax: E mail: acleveland@pansophiclearning.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
Ron Packard, CEO	703-206-6300	1750 Tysons Blvd., Suite 1300 McLean, VA 22102
Maria Szalay, COO	703-206-6226	1750 Tysons Blvd., Suite 1300 McLean, VA 22102
Steve Goetzinger, CFO	703-206-6243	1750 Tysons Blvd., Suite 1300 McLean, VA 22102
Brandon Krueger, Chief Marketing Officer	703-206-6248	1750 Tysons Blvd., Suite 1300 McLean, VA 22102
Christopher Ryan, General Counsel and Secretary	703-206-6227	1750 Tysons Blvd., Suite 1300 McLean, VA 22102

Indicate the organizational structure of the ESP:

x For Profit State of Incorporation: Delaware

___ Non-Profit Has the ESP obtained authorization to do business in Michigan? x Yes ___ No

___ Limited Liability Corporation

x Other: Foreign Limited Liability Corporation Michigan LARA corporate ID #802430365

In the space below, provide the following information on the ESP's primary banking institution:

Bank Name: Bank of America, N.A. Contact Person: Emily Hallenbeck, SVP

Address: 8300 Greensboro Dr., Suite 400, McLean, VA 22102 Telephone: 703-761-8181

In the space below, provide the following information on the ESP's legal counsel:

Firm Name: ACCEL Schools General Counsel Contact Person Christopher Ryan

Address: 1750 Tysons Blvd., Suite 1300, McLean, VA 22102 Telephone: 703-206-6227

In the space below, provide the following information on the firm providing accounting or auditing services to the ESP:

Firm Name: ACCEL Schools Corporate Finance Contact Person Steve Goetzinger, CFO

Address: 1750 Tysons Blvd., Suite 1300, McLean, VA 22102 Telephone: 703-206-6243

Attach a copy of the MOS Board's draft legal opinion (according to Exhibit A), certifying to the Authorizer that the MOS Board has fulfilled all obligations as required in the ESP policies

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MANAGEMENT AGREEMENT

This Management Agreement (the "***Agreement***") is entered into as of July 1, 2020 ("***Effective Date***") by and between Accel Online Michigan LLC, a Delaware limited liability company ("***Manager***"), and Michigan Online School (the "***School***"), a Michigan school of excellence corporation organized under the direction of a board of directors (the ***"Board"***). The terms "School" and "Board" may be used interchangeably in this Agreement depending on context.

RECITALS

Whereas, the School is organized as a Michigan school of excellence corporation under Part 6E of the Revised School Code (the "***Code***"), as amended, being Sections 380.551 to 380.561 of the Michigan Compiled Laws, and the School is authorized to operate as a school of excellence that is a cyber school pursuant to a Charter Contract with Gobles Public Schools Board of Education (the "***Authorizer***") effective on or about July 1, 2017; and

Whereas, the Manager is an educational management organization under MCL 380.551(f) that was established, among other reasons, to manage public schools and is expected to provide assistance and expertise, including regulatory, financial, administrative and other advice, in connection with the operation of the School; and

Whereas, the Board and the Manager (individually, a "***Party***" and collectively, the "***Parties***") desire to create an enduring educational relationship whereby they will pursue and provide educational excellence at the School based on an agreed upon school design, comprehensive educational program and management principles.

NOW THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby the Parties agree to the following terms:

ARTICLE I.
EDUCATIONAL, ADMINISTRATIVE AND TECHNOLOGY SERVICES

1.1 Educational Services.

(a) During the Term (as defined in ARTICLE II below), Manager will provide to the School the following educational products and services (the "***Educational Services***"):

(i) Curriculum and Assessment. Implementation of the educational goals and programs set forth in the Charter Contract (the "***Educational Program***") by providing legally-compliant curriculum, math and reading intervention programs, programs and related services for Special Education, assessment tools, a learning management system, a student information system and a content management system; curriculum for all grades and subjects required by applicable law and Charter Contract plus additional subjects Manager generally offers to its managed programs customers; and additional curriculum or educational programs Manager recommends to achieve the goals of the Educational Program. In the event Manager determines it is necessary to modify the Educational Program, Manager shall

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inform the Head of School ("***HOS***") and Board of the proposed changes and obtain Board approval, and if required under the Charter Contract, approval of the Authorizer.

(ii) Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the HOS and the rest of the School's leadership team and its teachers and support staff, all in accordance with ARTICLE VI below.

(iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including textbooks, computers, monitors, computer peripherals, curriculum, printers, software and multi-media teaching tools.

(iv) Extra-Curricular and Co-Curricular Programs. Oversight of appropriate extra-curricular and co-curricular activities and programs.

(b) Additional Educational Services. Any other services required by the Authorizer and/or the state of Michigan (the "***State***") Department of Education (the "***MDE***") and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed to from time to time between Manager and the School. The Educational Services will be provided in accordance with the 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 at the School as adopted by the School and as provided for in the Charter Contract, as the same may be amended.

(c) Manager will be responsible and accountable to the Board for the provision of the Educational Services, provided, however, that such obligations, duties and responsibilities are limited by the School Budget established pursuant to Section 1.2(a)(v) below, and Manager will not be required to expend funds on such services in excess of the amounts set forth in such School Budget.

1.2 Administrative Services.

(a) During the Term, Manager will provide to the School the following administrative services (the "***Administrative Services***"):

(i) Personnel Management. Management and professional development of all personnel providing Educational Services, Administrative Services and Technology Services in accordance with ARTICLE VI below.

(ii) Business Administration. Administration of all business operations of the School subject to the policy and budgetary direction of the Board including collaboration and support on federal and state grants with the Financial Services Provider (as defined hereinafter).

(iii) Payroll. Responsibility and management of payroll for Accel personnel assigned to work at the School through the School's payroll. Manager will be responsible for all data input.

(iv) Public Relations. Coordination and assistance with any and all advertising, branding, marketing, media and public relations efforts, including parent and community outreach programs and local community relationship building, consistent with Article VIII of this Agreement. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.

(v) Budgeting and Financial Reporting.

(A) Pursuant to the Uniform Budgeting and Accounting Act, MCL 141.422b, the Board is responsible for designating the Chief Administrative Officer of the

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School, who shall be a Board member. The Board shall select and retain a financial services provider ("***Financial Services Provider***"). A proposed annual budget will be prepared, in a form that complies with the Michigan Public School Accounting Manual (Bulleting 1022) and other applicable law, by the Financial Services Provider in consultation with the Manager by June 1st of the immediately preceding fiscal year and will be subject to the approval of the Board which shall be provided no later than June 30 of the immediately preceding fiscal year. The Board and the Financial Services Provider shall consider the recommendations of the Manager when drafting and approving the budget. The approved budget is the "***Budget***". The Manager shall provide the Financial Services Provider with any information necessary for the Financial Services Provider to prepare the Budget and any amendments thereto. The Board is responsible for determining the cash reserve balance included in the Budget and for implementing fiscal policies that will assist the School in attaining the stated budget reserve amount(s). Manager and Financial Services Provider will maintain a cash reserve balance of not less than five percent (5%) of revenue received by the School during the immediately preceding school year. The Chief Administrative Officer with the assistance of the Financial Services Provider shall be responsible for preparing other financial statements as required by and in compliance with the Charter Contract and applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the Board to perform annual audits of the School's financial statements. The Manager shall coordinate with and assist the Financial Services Provider with any information requests necessary for the Financial Services Provider to prepare financial statements required by the Board. The cost for preparation of the financial statements will be the responsibility of the School.

(B) The Financial Services Provider will provide the Board with monthly financial statements that, at a minimum, include: a balance sheet, an object-level detailed statement of revenues, expenditures and changes to fund balance that includes a comparison of budget-to-actual information and an explanation of variances, and all other support as needed. The Financial Services Provider will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; support for grant writing / reporting / draw down; assist the Chief Administrative Officer with the preparation of monthly financial reporting to the Board; and support for all State reporting requirements. The Financial Services Provider will prepare a five-year financial plan in conjunction with the Manager for consideration by the Board.

(C) On behalf of the School, the Chief Administrative Officer with the assistance of the Financial Services Provider is responsible for preparation of (i) such other reports on the finances and operation of the School as requested or required by the MDE, the Board or the Authorizer to ensure compliance with the terms of the Charter Contract; (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.

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(D) The Manager will provide other information on a periodic basis or as requested to enable the Board to monitor Manager's performance under this and related agreements including the effectiveness and efficiency of its operations at the School.

(E) On behalf of the Board, the Financial Services Provider will maintain accurate financial records pertaining to the operation of the School, together with all School financial records prepared by the Financial Services Provider and the Manager, and retain all such records for a period of five (5) years (or longer if required by applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the School financial records retained by the Financial Services Provider and the Manager pertaining to the School will be available to the Board, the Authorizer, the Auditor of State, the MDE, the United States Department of Education and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) business days of request.

(vi) School's Right to Audit. The Board reserves the right to conduct or to appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School. Manager shall not select or retain an independent auditor for the School. The cost of the School's annual financial audit will be the responsibility of the School and will be provided for in the Budget.

(vii) Maintenance of Student and Other Records.

(A) Manager will maintain accurate student records pertaining to the students enrolled at the School as is required and in the manner provided by the Charter Contract and applicable laws and regulations, together with all additional School student records prepared by or in the possession of Manager, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time all such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of such records as required by law and the Charter Contract.

(B) Manager will maintain accurate employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Charter Contract and applicable laws and regulations, together with all additional School-related employment, business and other records prepared by or in the possession of Manager, and retain such records on behalf of the School until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of such records as required by law and the Charter Contract.

(C) The financial, educational and student records pertaining to the School are the property of the School, and such records pertaining to the School are School property, and such records are subject to the applicable provisions of State and federal law, including the Michigan Freedom of Information Act where applicable. Manager shall help ensure that to the extent requested by the School, all School records shall be physically or electronically available, upon request, at the Administrative Facility as hereinafter defined. Except where prohibited under the Charter Contract and applicable law, nothing in this Agreement shall restrict the Authorizer or the public's access to School's records.

(D) Manager shall provide such other information, including a written report, as reasonably requested by the School.

(E) All finance and other records of the Manager related to School will be made available to School and School's independent auditor.

(viii) Admissions. Implementation of the School's admission policy in accordance with the Charter Contract, applicable Board policies, and applicable laws and regulations.

(ix) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the procedures established by the School, and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the School's duties and obligations under the Code and other applicable laws and regulations.

(x) Academic Progress Reports. Provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Charter Contract and applicable laws and regulations, a report detailing (A) the School's students' academic performance, (B) Manager's performance of the Educational Services and Administrative Services against mutually acceptable criteria, and (C) such other reports reasonably requested by the School.

(xi) Review and Evaluations. The Board is responsible to review and evaluate the operations of the School and the performance of Manager under this Agreement in compliance with the Charter Contract and applicable law. Further review and evaluation may be based upon mutually-acceptable criteria and may include, but not necessarily be limited to, periodic interactive evaluations (verbal and written) between the Board and Manager. The Board may retain an educational consultant to assist it with the evaluations; and/or pupil performance evaluations. Manager shall cooperate with such reviews and evaluations, and shall provide timely responses and participation, and prompt access to records, facilities, and information.

(xii) Rules and Procedures. Recommend rules, regulations and procedures applicable to the School and its students and enforce such rules, regulations and procedures adopted by the Board that are not in direct conflict with this Agreement, the Charter Contract and applicable laws and regulations.

(xiii) Student Recruitment and Admissions. Recruitment and admission of students subject to agreement on general recruitment and admission policies to the extent budgeted for in the Budget or as otherwise approved by the Board. Students shall be enrolled in compliance with the procedures set forth in the Charter Contract, Board policy, and State and federal laws. Recruitment via lead generation, lead qualification and lead conversion to application and enrollment will take place via a contact strategy by

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phone, email, and in-person events. Manager will implement the School's admission policy, including management of the application and enrollment process as well as orientation. Manager will maintain a call center function to facilitate recruitment and admissions.

(xiv) Administrative Facility Management. Management of the School's Administrative Facility to the extent consistent with any leases or other documents pertaining to the Administrative Facility.

(xv) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the School as agreed to from time to time by Manager and the School.

(A) The Administrative Services will be provided in a manner consistent with the Educational Program, the Charter Contract, and local, State and federal laws and applicable regulations, and policies, including board policies.

(B) Subject to this Agreement, the Charter Contract, and applicable laws and regulations and after discussion and approval by the Board, Manager may materially modify the methods, means and manner by which such Administrative Services are provided at any time..

(C) Manager will be responsible and accountable to the School for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 1.2(a)(v) above, and Manager will not be required to expend funds on such services in excess of the amounts set forth in such Budget.

1.3 Technology Services. During the Term, Manager or its Affiliates (defined hereinafter) will provide or cause to be provided to the School the following technology services (the "***Technology Services***"):

(a) Monitor production services, i.e., the learning management and content management systems;

(b) Monitor and analyze data to fix production issues as they arise;

(c) Generate reports on student academic performance, attendance, instructional days and hours, and progress;

(d) Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals ("Computer Equipment") for the School. ;

(e) Develop, design, publish and maintain the School's website in a manner that complies with accessibility requirements required by State and federal law;

(f) Determine hardware configurations (including software and operating systems) for the School's technology needs;

(g) Provide support for School administration in troubleshooting system errors; and

(h) Other technology support services that may be required to fulfill the terms of this Agreement or as may be requested and mutually agreed upon by the Board and Manager.

"***Affiliate***" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Manager whether through

ownership of voting securities, by contract interest or as otherwise shown on Accel's organizational chart attached to the Charter Contract as Schedule 7-3. Currently, the only intended Affiliates are Accel Schools LLC and American School Supply LLC, but Affiliates may change pursuant to an agreement of the parties and a corresponding amendment of applicable Charter Contract Schedules.

1.4 Place of Performance; Provision of Offices. The School will provide Manager with necessary and reasonable office space (the "***Administrative Facility***") to perform all services described in this Agreement that are not otherwise provided online or remotely at Manager's usual place of business. Manager may provide other services elsewhere, unless prohibited by the Charter Contract or applicable laws and regulations. Any such office space shall be dedicated to Manager's operations and managements related to the School. Manager shall not manage other schools within is portfolios in any space provided to Manager by the School.

1.5 Authority. By this Agreement, the Board provides Manager such authority and power as is necessary and proper for Manager to undertake its responsibilities, duties and obligations provided for in this Agreement, except as provided in Section 3.3. and in cases wherein such authority may not be delegated by applicable laws and regulations. School designates the employees of Manager as agents of School having legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act and subject to Code Section 1136 (Pupil Privacy).

1.6 Compliance with Charter Contract. Manager agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the School's obligations under the Charter Contract issued by Gobles Public Schools Board of Education. The provisions of the Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement.

1.7 Compliance with Section 553c. On an annual basis, Manager 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. Within thirty (30) days of receipt of this information, the Board shall make the information available on the School website home page, in a form and manner prescribed by the MDE. The defined terms in section 553c of the Code, MCL 380.553c, shall have the same meaning in this Agreement.

1.8 Non-Discrimination. Manager will not discriminate based on race, color, national origin, sex, disability, age, religion, ancestry, or any other legally protected classification and will comply with all applicable laws regarding same.

ARTICLE II.
TERM

2.1 Term. The term of this Agreement will commence on July 1, 2020 (the "***Start Date***") and shall continue thereafter through June 30, 2022 or, if earlier, the end of the term of the

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Charter Contract (the "***Initial Term***") unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute. The term of this Agreement (whether the Initial Term or any Renewal Term as defined below) shall not exceed the term of the Charter Contract then in effect, whenever or however terminated.

2.2 Renewal. Upon the conclusion of the Initial Term (the "***Renewal Date***"), the Parties may modify, amend, or extend this Agreement by mutual written agreement; provided that any such modification, amendment, or extension constitutes an ESP Agreement requiring compliance with the Gobles Public Schools ESP Policies. Each period of extension of the Agreement is a "***Renewal Term***", and the Initial Term and each Renewal Term may be referred to as a "***Term***"). Beginning twelve months before the end of the Initial Term and any Renewal Term, the Parties shall enter into good faith negotiations to modify, amend, or extend the Term.

ARTICLE III.
RELATIONSHIP OF THE PARTIES

3.1 Manager as Independent Contractor; Agency. The Parties to this Agreement intend that the relationship of Manager to the School is that of an independent contractor, and not an employee of the School. No agent or employee of Manager shall be determined to be an agent or employee of the School, except as expressly acknowledged, in writing, by the Board. Notwithstanding the foregoing, Manager and its employees are hereby designated as "School Officials" under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g, 34 CFR 99 and its implementing regulations (defined below) during the Term of this Agreement and thereafter for such time as is necessary to fulfill obligations and provide post-termination assistance. Manager shall promulgate and recommend to the Board policies and administrative guidelines sufficient to implement this Section.

During the Term of this Agreement, the School may disclose confidential data and information to Manager, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, FERPA; Code Section 1136 (Pupil Privacy); the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the American with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d -13200d-8; 45 CFR 160, 162 and 164; Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

Manager shall be solely responsible for its acts and omissions, and the acts and omissions of its agents and employees. If Manager receives information that is part of a pupil's education records from any source as permitted under the Code, Manager shall not use, sell or otherwise provide the information to any other person except as provided under MCL §380.1136.

Neither the School nor Manager will hold itself out as a partner or agent of the other or otherwise state or imply by advertising or otherwise any relationship between it and the

other in any manner contrary to the terms of this Agreement. Neither the School nor Manager has, and neither will represent that it has, the power to bind or legally obligate the other.

3.2 Manager Attendance at Board Meetings. Manager shall use commercially reasonable efforts to attend Board meetings in person and, if unable to attend in person, may attend them telephonically or electronically. The Board shall use reasonable efforts to schedule any regular, special or emergency Board meeting so that Manager has the opportunity to attend the same. The Board shall provide Manager with notice of any regular, special or emergency meeting of the Board when it provides members of the Board with notice of the meetings.

3.3 No Related Parties or Common Control. Manager will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Manager shall be prohibited from serving on the Board. None of the voting power of the Board will be vested in Manager or Manager's directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board or shareholders of Manager will be vested in the School or School's directors, members, managers, officers, shareholders (if any) and employees (if any). Furthermore, the School and Manager will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the "***Internal Revenue Code***"), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.

This Agreement shall not interfere with the Board's constitutional duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the School, nor shall it prohibit the Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

3.4 Equipment, Materials and Supplies. If Manager purchases equipment, materials and supplies on behalf of or as the agent of School, (a) such equipment, materials and supplies shall be and remain the property of School. Manager shall comply with the Code (including, but not limited to, sections 1267 and 1274) and any applicable Board policy as if School were making these purchases directly from a third-party supplier, and (b) Manager shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third-parties. Manager shall, to the best of its knowledge, annually inventory all durable assets and provide a report to the Board as to the condition of said assets.

3.5 Other Schools. Manager will not render similar services to other Michigan virtual schools for grades 6–12 provided, however, Manager reserves the right to provide to other Michigan virtual, brick and mortar and hybrid schools services for the following programs: grades K-5, remedial/dropout prevention and recovery, workforce/career technology education, gifted learners, and STEM. As long as the Board does not cap enrollment levels at the School below statutory caps, Manager will offer the Board the right of first refusal to offer the

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foregoing program(s) at the School, and the Board shall have one month from the date of Manager's proposal to agree to exercise its right to offer the program(s) with Manager.

3.6 Exclusivity. Except as otherwise provided in this Agreement concerning the Board's engagement of a Financial Services Provider, during the Term, Manager and its Affiliates shall be the sole provider of the products and services set forth herein for the School unless otherwise waived in writing by an authorized officer of Manager.

3.7 For expenses greater than $5,000.00 (individually or in the aggregate with the same vendor or service provider) that are not accounted for at the object level in the Budget, the Manager shall obtain the consent of the Board and a corresponding Budget amendment prior to incurring such expense, in addition to complying with any requirements in the Board's applicable purchasing policy. Nothing in this section is intended nor shall be construed to authorize expenditures other than as permitted by applicable law and policy, including the Uniform Budgeting and Accounting Act (2 P.A. 1968, as amended),

ARTICLE IV.
CONSIDERATION

4.1 Compensation for Services.

(a) Service Fees. In exchange for the services provided pursuant to this Agreement, the School will pay to Manager fees for services as set forth in the attached Fee Schedule (the "***Service Fees***"). Service Fees expressed as a percent means the designated percent the federal, State and local funds the School receives, directly or indirectly, for the particular students enrolled in the School pursuant and subject to applicable law, regulations and grant fund limitation, exclusive of Free and Reduced Lunch Revenues. The Service Fees calculation shall not include Authorizer's fee, charitable contributions, transportation funding, facility funding, or proceeds from fundraisers ("***Non-Qualified Gross Revenue***"), which shall be retained entirely by the School. Such consideration will not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in other agreements between the Parties.

(b) Reasonable Compensation. The Service Fees under this Agreement are reasonable compensation for services rendered. Manager's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.

(c) Annual Reconciliation Between the Parties. The Service Fees shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term).

(d) MDE Reconciliation. If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Manager with a copy of the written notice upon receipt of same. If the review results in a finding that additional funding is owed to the School, the School shall make payment to Manager of thirteen percent (13%) of the amount received or such other amount due to Manager within five (5) business days after receiving an undisputed invoice for such amount. If the review results in a finding that the School owes money to the State, the School may work with the Manager to initiate

an appeal of the State's determination in accordance with applicable laws and regulations. If the School opts to work with the Manager, Manager shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The School shall cooperate with Manager and selected legal counsel's efforts to appeal. Should the review result in the School owing money to the State, Manager agrees to remit to the Academy thirteen percent (13%) or such other amount (including, for example, per-pupil fees paid on the basis of now-deducted pupil membership FTEs, all penalties imposed for use of non-certificated staff, and costs previously reimbursed by the Academy for staff found to be non-certificated) overpaid to Manager.

4.2 Payment of Costs. In addition to the Service Fees described in Section 4.1 above, the School will reimburse Manager for all costs, within Board-approved Budget parameters, properly incurred and paid by Manager in providing the Educational Services, Administrative Services and Technology Services. Such costs may include, but are not limited to, equipment lease, Administrative Facility lease, Facility maintenance and utility costs, salaries of Manager's employees or subcontractors assigned to the staff of the School, costs related to curriculum, instructional materials, textbooks, Computer Equipment, software, supplies, special education and psychological services, and specialty services. No corporate costs of Manager shall be charged to, or reimbursed by, School. Marketing and development costs paid by or charged to School shall be limited to those costs specific to School program and shall not include any costs for the marketing and development of Manager.

4.3 Intentionally Omitted.

4.4 Board Account; Time and Priority of Payments.

(a) The Board Treasurer shall fulfill its legal obligation to direct that the deposit of all funds received by the School be placed in the School's depository account (the "***Board Bank Account***") as required by law. The signatories of the Board Bank Account shall solely be Board members or other person(s) properly designated by the Board; provided, however, that an authorized signatory shall not be an employee or agent of the Manager. Interest income earned on the School accounts shall accrue to the School.

(b) Each installment of the Service Fees will be due and payable by the School upon receipt and approval of itemized invoices, subject to reconciliation pursuant to Section 4.1(c) of this Agreement.

(c) Manager will notify the School of any payments due and owing to Manager pursuant to Section 4.2 above as soon as possible after the end of each month and the School will make such payments to Manager upon receipt and approval of itemized invoices.

(d) The School will satisfy its payment obligations under this ARTICLE IV to Manager in the following order of priority: (i) payments due and owing under Section 4.2 above to reimburse Manager for salaries, benefits and associated benefit processing costs of Manager employees and subcontractors assigned to the staff of the School; (ii) payments due and owing under Section 4.2 above for rent pursuant to Facility lease (if any); (iii) all other undisputed payments due and owing under Sections 4.2 and 4.3 above, with the oldest amounts due first; and (iv) undisputed payments due and owing pursuant to Section 4.1 above with the oldest amounts due first.

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4.5 Interest Rate, Fee Carryovers and Other Financial Arrangements.

(a) Interest Rate. Unless otherwise agreed by the Parties, undisputed Service Fees and reimbursable expenses, if any, that have not been paid within thirty days after date of invoice will accrue interest at the Wall Street Journal Prime rate, plus two percent (2%) for the time overdue.

(b) Other Financial Arrangements. If School intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with Manager, then such agreements must be separately documented and shall not be a part of or incorporated into this Agreement.

ARTICLE V.
INTENTIONALLY OMITTED

ARTICLE VI.
PERSONNEL AND TRAINING

6.1 Personnel Responsibility.

(a) Subject to Sections 1.1 and 1.2 above, the Charter Contract, applicable laws and regulations, and the Budget, Manager will have the sole responsibility and authority to determine staffing levels, and select, hire, evaluate, assign, compensate, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Technology Services and all other services provided under this Agreement except as otherwise provided in this Agreement.

(b) Except as specified in this Agreement or as required by applicable law or the Charter Contract, the HOS, teachers and support staff recommended by Manager pursuant to this Agreement will be employees or subcontractors of Manager. Manager will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required by applicable laws and regulations as if the employees and subcontractors were employed by the School. Upon request, Manager will provide the School with documentary evidence of such background checks. Manager will share on a confidential basis with the Board its performance reviews and assessment of the HOS.

6.2 Head of School. Manager shall identify and appoint a HOS, with advisory input from the Board, to oversee the management, operation and performance of the School, including the Educational Program at the School. The HOS will hold all required certifications as required by the Code. The HOS will be an employee of Manager who, in its sole discretion, will have authority, consistent with applicable laws and regulations, to select, determine terms of employment, compensate (with reimbursement subject to the Budget), supervise, evaluate, discipline and terminate the HOS. The HOS will serve as the on-site supervisor to School staff. The HOS, in consultation with Manager, will select and hold accountable all staff in leadership team positions. The HOS shall be responsible for supervising and managing the Educational Program and instruction of students. Manager will have the

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authority, consistent with applicable laws, to select and supervise the HOS and to hold the HOS accountable for the success of the School. Manager shall notify the Board prior to the termination of the HOS, however, the Parties recognize there may be circumstances where immediate termination without prior notice to the Board is appropriate or required.

6.3 Teachers. Subject to the Budget, Manager will provide to the School such teachers as are required to provide the Educational Services, Administrative Services, and Technology Services. Manager, in consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may work at the School on a full or part time basis. Each teacher assigned to the School will be qualified as required by State and federal law in his or her grade levels and subjects, and, to the extent required by applicable laws and regulations, hold a valid teaching certificate issued by the MDE. Manager shall keep the School informed of all teaching staff related actions and decisions on a regular basis.

6.4 Support Staff. Subject to the Budget, Manager will provide the School with such support staff as are required to provide the Educational Services, Administrative Services, and Technology Services. Such support staff may include, among others, teachers' aides, clerical staff, administrative assistants to the HOS, bookkeepers and maintenance personnel. Such support staff may work at the School on a full or part time basis.

6.5 Training. Manager will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis, including all trainings and professional development required by law. Such training will enable the School's instructional staff to provide in-service training to each other to the extent permitted by law. Non-instructional personnel will receive such training as required by law or as Manager determines to be reasonable and necessary under the circumstances.

ARTICLE VII.
TERMINATION OF AGREEMENT

7.1 Termination By Manager.

(a) Manager may terminate this Agreement effective at the end of the then-current school year if the School fails to make any payment of money due to the Manager within sixty (60) days of written notice from Manager to School that such payment is overdue, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity.

(b) Manager may terminate this Agreement in the event that the School is in material default under any other condition, term or provisions of this Agreement (except late payment which is addressed above) or the Charter Contract, and the default remains uncured for thirty (30) days after the School receives written notice from the Manager or Authorizer, as applicable, of the default. However, if the default cannot be reasonably cured within thirty (30) days, and the School promptly undertakes or continues efforts to cure the material default within a reasonable time, the failure shall not be grounds for termination. Notwithstanding the foregoing, if the School's default creates an imminent danger to the life of students, parents or others, the default must be cured immediately upon notice from

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the Manager, and Manager may terminate the Agreement effective immediately if not so cured.

(c) Manager may terminate this Agreement if there is any adverse and material change in local, State or federal funding for the School's students; provided that any notice of termination delivered to the School based upon an adverse and material change in funding shall be given within sixty (60) days after the adverse and material change is announced, effective at the end of the school year in which the funding change goes into effect.

(d) Manager may terminate this Agreement effective sixty (60) days after Manager provides written notice to the School in the event that the School adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to increase materially the financial risk to Manager arising from its performance of its obligations hereunder, thus rendering Manager's performance economically unviable. In the event the School adopts such an adverse policy in the middle of the school year, Manager agrees to use its best efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.

(e) Manager may terminate this Agreement effective sixty (60) days after Manager provides written notice to the School in the event that the School undergoes adverse change that makes the School financially unviable.

(f) Manager may terminate this Agreement effective sixty (60) days after Manager provides written notice to the School if, in Manager's sole opinion, the Board makes a financial decision that is detrimental to the School provided, however, termination shall be effective immediately upon written notice if the Board's financial decision has a material effect on Manager's ability to operate the School.

7.2 Termination By the School.

(a) The School may terminate this Agreement in the event that Manager fails to remedy a material breach of this Agreement within sixty (60) days after written notice from the School. Notwithstanding anything to the contrary in this Section, any action or inaction by Manager that is not cured within forty-five (45) days of notice thereof which causes the Charter Contract to be revoked, terminated or suspended or which causes the Charter Contract to be put in jeopardy of revocation, termination or suspension by Authorizer is a material breach.

(b) The School may terminate this Agreement if there is any adverse and material change in local, State or federal funding for the School's students; provided that any notice of termination delivered to the Manager based upon an adverse and material change in funding shall be effective at the end of the school year in which the funding change goes into effect.

(c) The School may terminate this Agreement effective immediately upon written notice to the Manager in the event that the School undergoes adverse change that makes the School financially unviable.

(d) Termination by the School will not relieve the School of any obligations to pay Service Fees and costs, whether accrued, pending or outstanding, to Manager as of the effective date of the termination, nor will it relieve Manager for liability for financial damages suffered by the School as a consequence of Manager's breach (or of the School's termination as a result thereof) of this Agreement.

7.3 Termination of the Charter Contract. If the School's Charter Contract issued by Gobles Public Schools Board of Education is revoked, terminated, or a new charter contract is not issued to School after expiration of the School's Charter Contract, this Agreement shall automatically terminate without further action of the Parties on the same date the School's Charter Contract revocation, termination, or expiration is effective.

7.4 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party, may request renegotiation of this Agreement. That 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 thereafter. Renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the academic year in which such notice was given unless earlier termination is necessary to protect the health, welfare, or safety of students. Manager may terminate this Agreement effective immediately upon written notice to School in the event Manager undergoes or is required to undergo, as a result of a change in law, a change that makes Manager, as determined in its sole judgment, financially unviable.

7.5 Real and Personal Property. The parties are not required to enter into a lease for real or personal property. However, if they do enter into a lease, upon termination or expiration of this Agreement by either Party for any reason, all real and personal property leased by Manager to the School will remain the real and personal property and leases of Manager, and all other personal property purchased by Manager with the funds provided to Manager by the School for the purpose of purchasing personal property will be the personal property of the School Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the School shall have the right to exercise such option and purchase such equipment.

7.6 Return of Materials and Records. On the later of (a) five (5) business days after any termination or expiration of this Agreement by either Party for any reason, or (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the president of the Board shall certify to Manager in writing that the School has ceased use of any proprietary materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by the School. At Manager's direction, the School will promptly permit representatives of Manager or its Affiliate to pick up all such materials at a mutually agreeable location. Manager shall, without additional charge: (a) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (b) organize and prepare student records for transition to the new education service provider ("***ESP***"), self-management or in the case of school

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closure, transfer to a student's new school as designated by the student's parent/legal guardian or to a person or entity authorized to hold such records; (c) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by the ESP to School; (d) organize and prepare the School records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (e) provide for the orderly transition to the new ESP, self-management or dissolution of all School-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any School asset.

ARTICLE VIII.
PROPRIETARY INFORMATION, OWNERSHIP AND LICENSE

8.1 Manager's Proprietary Rights. The School acknowledges that Manager owns the intellectual property rights and interests in the curriculum, learning systems, assessment systems and pedagogic methods previously developed or copyrighted by Manager; that are developed by or for Manager from funds from School paid to Manager as part of the Service Fee, or licensed to Manager and utilized by the School during the Term ("***Protected Materials***") and to the name "ACCEL™" (such name being a trademark of Manager). The School acknowledges and agrees that it has no intellectual or property interest or claims in the Protected Materials or name, and has no right to use the Protected Materials or name unless expressly agreed to in writing by Manager. In accordance with all laws and regulations, Manager shall have the right to install signs on the Administrative Facility, including under the name of the School, describing the services provided by Manager or its assignees, including "Managed by ACCEL Schools" or "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.

8.2 License. The Manager developed and owns proprietary rights to, or licenses, the Protected Materials. The Manager hereby grants the School a limited revocable license to use the Protected Materials in connection with operating the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of the Manager. Provided, however, that nothing in this Agreement is intended, nor shall be construed, to violate the School's record retention requirements (e.g., curriculum and daily lesson plans) or to interfere with the School's ability to produce records required for pupil accounting or audit purposes or a parent/guardian's right to review curriculum.

8.3 School's Proprietary Rights. School owns all proprietary rights to (a) the School name, logo, trademarks, service marks, motto and mascot; and (b) curriculum or educational materials that (i) are both directly developed and paid for by School; or (ii) were developed by Manager at the direction of the Board with School funds.

ARTICLE IX.
INDEMNIFICATION AND LIMITATIONS OF LIABILITIES

9.1 Indemnification of Manager. To the extent permitted by Michigan law, the School will indemnify, defend and save and hold Manager and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, "***Representatives***") harmless against any and all third party claims, demands, suits or other forms of liability (any of which are a "***Claim***") (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct or negligence by the Board; noncompliance by the Board with any agreements, covenants, or undertakings of the Board contained in or made pursuant to this Agreement; any misrepresentations of the Board contained in or made pursuant to this Agreement; any action or omission by the Board or its members that results in injury, death or loss to person or property; and any violation by them of State or federal law. In addition, the School will reimburse Manager, its Affiliates and their Representatives for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim designated above. Further, the Parties acknowledge and agree that Manager and its Affiliates shall have no liability or responsibility for activities of the School that occurred prior to the Effective Date, including, but not limited to, management of the School by any third parties. This indemnification obligation shall survive the termination or expiration of this Agreement.

9.2 Indemnification of the School. Manager will indemnify, defend and save and hold the School and its Representatives harmless against any and all third party Claims (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct, or negligence by the Manager, its Affiliates and any of their respective agents, employees or assigns; noncompliance by Manager or any of its Affiliates with any agreements, covenants, or undertakings of Manager contained in or made pursuant to this Agreement, any action or omission by Manager or any of its Affiliates that results in injury, death or loss to person or property; and any violation by Manager of State or federal law. In addition, Manager will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim designated above. This indemnification obligation shall survive the termination or expiration of this Agreement.

9.3 Indemnification of Authorizer. The Parties acknowledge and agree that Authorizer, its Board of Education, and its members, officers, employees, agents or representatives (collectively "***Gobles***") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, Manager (including its Affiliates) hereby promises to indemnify, defend and hold harmless Gobles from and against all demands, claims, 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), of settlement and prosecution imposed upon or incurred by Gobles, and not caused by the sole negligence of Gobles, which arise out of or are in any manner connected the Gobles Board's approval of the School application, the Gobles Board's consideration of or issuance of a Charter Contract, Manager's preparation for or operation of School, or which are incurred as a result of the reliance by Gobles upon information supplied by Manager

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(including any of its Affiliates), or which arise out of Manager's failure to comply with the Charter Contract or applicable law. The parties expressly acknowledge and agree that Gobles may commence legal action against Manager to enforce its rights as set forth in this section of the Agreement.

9.4 Defense. A Party seeking indemnification under Sections 9.1 or 9.2 of this ARTICLE IX (the "***Indemnitee***") shall give notice to the indemnifying Party (the "***Indemnitor***") of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor, with Indemnitee's consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitee's selection and at the expense of the Indemnitee. Indemnitor may not settle any Claim against Indemnitee or otherwise consent to any final order or judgement regarding same if such settlement, final order or judgement includes an admission of wrongdoing in Indemnitee's or Affiliate's name unless Indemnitee or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnitee under this ARTICLE IX, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.

9.5 Limitations of Liabilities.

(a) Immunities. The Board is not restricted by any provision of this Agreement from waiving its governmental immunity or required to assert, waive or not waive its governmental immunity.

(b) MAXIMUM OBLIGATIONS. EXCEPT AS TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE 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 $200,000 FOR THE FIRST TWELVE MONTHS OF THE TERM OF THIS AGREEMENT, AND THEREAFTER UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.

(c) ECONOMIC DAMAGES. EXCEPT IN CONNECTION WITH 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, OR

DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) REASONABLENESS. 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 MANAGER'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST MANAGER HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER MANAGER IN BREACH OF THIS AGREEMENT.

9.6 Right of Set-Off. Either Party may, but shall not be obligated to, set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

ARTICLE X.
INSURANCE

10.1 Insurance Coverage. The School will maintain the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Charter Contract: commercial general liability in amounts no less than $1 million per occurrence and $2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in an amount no less than $3 million; automobile in the amount of $1 million; directors and officers/school leaders, employment practices liability and errors and omission, in amounts no less than $1 million per occurrence and $1 million in the aggregate; and employers liability in an amount no less than $1 million. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better, (b) be written in standard form, and (c) provide that the policies may not be canceled except after thirty (30) days' written notice to the Manager and Authorizer. Upon Manager's request, the School shall deliver to the Manager a copy of such policies.

10.2 Workers' Compensation Insurance. Each Party will maintain workers' compensation insurance as required by law, covering its respective employees.

10.3 Manager's Insurance. Manager shall maintain types of and limits on insurance policies required by the Charter Contract and similar to that required of the School in Section 10.1 above. Manager's insurance is separate from and in addition to the insurance the Board is required to obtain pursuant to the Charter Contract.

10.4 Cooperation. Each Party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

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ARTICLE XI.
REPRESENTATIONS AND WARRANTIES

11.1 Representations and Warranties of Manager. Manager hereby represents and warrants to the School:

(a) Manager is a duly formed limited liability company in good standing and is authorized to conduct business in the State.

(b) To the best of its knowledge, Manager has the authority under applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.

(c) Manager's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.

(d) The services to be performed under this Agreement will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESIBILITY (NOT A REFERENCE TO ADA) OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS.

11.2 Representations and Warranties of the School. The School hereby represents and warrants to Manager:

(a) The Charter Contract (i) authorizes the School to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests the School with all authority and powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.

(b) The School has the authority under applicable laws and regulations to contract with a private entity to perform and provide the Educational Services, Administrative Services, Technology Services, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.

(c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the School and the School has sufficient funds in the approved Budget to pay for such expenditures.

(d) The School is not in breach of the terms of the Charter Contract.

(e) The School has no intellectual or property rights or claims in the curriculum or other educational materials provided by Manager or in the name "ACCEL™" and will make no such claims in the future.

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11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII.
CONFIDENTIALITY AND NON-DISCLOSURE

12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise; or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the "***Disclosing Party***") or received through association with the Disclosing Party (collectively, "***Confidential Information***"), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the "***Receiving Party***") and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information. Notwithstanding the foregoing, a disclosure required by court order, subpoena, or transparency laws, including the Michigan Freedom of Information Act, MCL 15.231, et seq., is not a violation of this Article XII.

12.2 Care and Authorized Use. Receiving Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit the Receiving Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event a protective order or other remedy is not obtained, or the Disclosing Party waives

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compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information that the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

12.3 The Parties acknowledge that new teaching techniques or methods or significant revisions to known teaching techniques or methods developed and implemented by the School are subject to disclosure under the Code and the Freedom of Information Act.

12.4 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

ARTICLE XIII
MISCELLANEOUS

13.1 Integration, Sole Agreement, and Third-Party Beneficiaries. This Agreement (together with any exhibits, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, and their respective affiliates, successors and permitted assigns, and not for the benefit of any third party except Gobles, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary, except Gobles.

13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, strike, lockout, labor dispute, pandemic, government declared state of emergency, government declared state of disaster, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.

13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of Michigan, without regard to conflict of law principles, 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. Jurisdiction and venue are proper in the county in which the School is located. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.

13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.

13.5 Counterparts. 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 signature pages as if such facsimile pages were originals.

13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice thereof to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mails, postage prepaid, return receipt requested, (b) on the day it is sent if by facsimile (with confirmation of transmission by sender's facsimile machine) and a copy simultaneously sent by nationally recognized overnight courier on a business day during normal business hours, or the next business day thereafter if sent on a non-business day or after normal business hours, (c) upon delivery if sent by personal delivery (with written confirmation of delivery), or (d) upon delivery if by sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:

To:
Michigan Online School
Attention: President
209 S. State Street, Post Office Box 408
Gobles, MI 49055

With a copy to:
Robert J. Gavin
Shifman & Carlson, P.C.
34705 W 12 Mile Road, Suite 160
Farmington Hills, MI 48331

To:
Accel Online Michigan LLC
Attn: Chief Operating Officer
1650 Tysons Boulevard, Suite 600
McLean, VA 22102

With a copy to:
Accel Schools LLC
Attn: General Counsel

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1650 Tysons Boulevard, Suite 600
McLean, VA 22102

And legal@pansophiclearning.com

13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party and Authorizer. The consent of a party shall not be unreasonably withheld. Any assigning party shall be considered an ESP, as defined by the Authorizer's ESP Policies. As such, any assignable party shall follow the requirements set forth in the Authorizer's ESP Policies.

13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Board and signed by both the Board president or other authorized officer of the Board and an authorized officer of Manager. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.

13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.

13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.

13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the "Fees" Section of this Agreement or loans.

13.12 Injunctive Relief and Dispute Resolution.

(a) Injunctive Relief. The School acknowledges that the covenants set forth in Sections "Proprietary Information and Ownership", "License", and "Confidentiality and Non-Disclosure" above are reasonable in scope and content and necessary to protect the Manager and its business interests. The School understands and agrees that the breach or threatened breach of Sections "Proprietary Information and Ownership", "License", and "Confidentiality and Non-Disclosure" of this Agreement would give rise to the aggrieved Party suffering irreparable harm which harm would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.

(b) 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. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board's president and Manager's Chief Operating Officer or equivalent who shall have ten (10) business days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:

(i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and

(ii) the relevant dispute is not resolved within the time periods provided herein.

(c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by binding arbitration in accordance with the rules of JAMS with an arbitration panel consisting of a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render a cause opinion/award within thirty (30) days from the date of the hearing, and the cause opinion/award shall be written and include findings of fact and conclusions of law. Authorizer shall be notified of said cause opinion/award and, upon Authorizer's request, the cause opinion/award shall be made available. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered and enforced by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses in excess of those described in the "Limitations of Liability" Section and each Party expressly waives and foregoes any right to the damages or losses in excess of those limits.

(d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.

(e) Shared Fees and Expenses. The fees and expenses of the arbitration panel should be shared equally by the Parties before the arbitration award is made. The arbitrator may determine whether a party may recover fees and costs of arbitration from the other party.

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13.13 Survival on Termination or Expiration. The following Articles and/or Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Accel Online Michigan LLC

DocuSigned by:

By: Ronald J. Packard
2CC4B9E0F900481...

Name: Ronald J. Packard

Title: CEO

Michigan Online School

By: Kara Mounce

Name: Kara Mounce

Title: School Board Member

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ACCEL Online Michigan LLC Fiscal Year 2021 Fee Schedule

Description	Fee	Description
Curriculum & Materials, AMP System, and Instructional Support Services	$1,300/pupil	a) Curriculum including Core, Elective, CTE and AP Courses; b) Balanced assessment system; c) AMP System including SIS, LMS, incourse email and schoolwide communication system; d) Web Conference technology integrated into AMP; e) Any online and physical textbooks; f) Teacher Professional Development
Student Instructional Technology and Software	$325/pupil	Student Computer Distribution, Usage, Reclamation and Refurshment; Software
Student Tech Support	$100/pupil	24/7 technical support through on-line Help and live phone support via Accel Support Services to parents and students on Monday-Friday 9:00 a.m. to 7:00 p.m. (ET); and on-call support all other times.
Community Outreach & School Website	$150,000 for the 2020-21 School Year	Provide marketing plan and implementation; provide oversight of school public website and ensure compliance with Michigan law;
Enrollment Processing Fee	$100/pupil	Assist parents/guardians of new students with the school enrollment process
Management Fee	13%	Accel Management Services including : Human Resources, 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
Business Services	1%	School Budgeting & Planning Support, Pupil Accounting Support, Federal Programs & Compliance Support, Student ISP Stipend Administration, Procurement, Audit Support (as needed), Insurance/Risk Mgt. Support, Facility Support, Records Security and Mgt., Payroll Services;

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Docsketch

Completed Document Audit Report

Completed with Docsketch.com

Title: Accel and MOS Management Agreement 9-8-2020 EXECUTION VERSION v2

Document ID: d2796a4c-5802-4234-bc62-0e630ab0bff6

Files

Accel and MOS Management Agreement 9-8-2020 EXECUTION VERSION v2.pdf Sep 09, 2020 15:10:10 UTC

Activity

Shifman & Carlson, P.C. IP: 97.78.117.130	sent the document to karamounce@yahoo.com	Sep 09, 2020 16:17:45 UTC
Kara Mounce IP: 174.230.24.184	first viewed the document	Sep 14, 2020 02:34:06 UTC
Kara Mounce IP: 174.230.24.184	signed the document	Sep 14, 2020 02:36:17 UTC

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement (the "**Agreement**") is made and entered into as of July 1, 2022 (the "**Effective Date**") by and between **MAST Financial Group, LLC**, a Michigan limited liability company ("**MAST**") and **Michigan Online School**, a Michigan school of excellence that is a cyber school (the "**Academy**") formed under Part 6E of the Revised School Code (the "**Code**"), as amended, being MCL §380.551 to §380.561.

Background

The Academy is a charter school organized as a school of excellence that is a cyber school (a "cyber school") under the Code. The Academy has been issued a contract (the "**Contract**") by the Gobles Public School Board of Education (the "**Authorizer**") to organize and operate a cyber school. The Authorizer is the statutory authorizing body. The Code permits a cyber school to contract with persons and entities for the operation and management of the public school academy.

The Academy and MAST desire to enter into an independent contracting relationship whereby MAST will be engaged to provide the financial services as set forth in this Agreement (the "**Services**"). This Agreement between the Academy and MAST sets forth the understandings with respect to the relationship between them, the scope of their relationship and the limitations on the relationship between the parties.

Agreement

Now, therefore, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. Relationship of the Parties and Other Matters.

1.1 Authority. The Academy represents that (a) it is authorized by law to contract with a private entity for the provision of financial services to the Academy, (b) it has been issued a Contract from the Authorizer to organize and operate a cyber school, (c) it is authorized by the Authorizer to supervise and control the Academy, and (d) it is vested with all powers necessary or desirable for carrying out the duties contemplated in this Agreement. To the extent permitted by law, the Academy hereby authorizes and grants to MAST, the necessary authority and power to perform the Services. No provision of this Agreement shall interfere with the Academy's constitutional duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operating of the Academy. No provision of this Agreement shall prohibit the Academy from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

1.2 Relationship of the Parties. MAST is not a division, subsidiary or any part of the Academy. The Academy is a corporate and governmental entity authorized under the Code. The Academy is not a division or any part of MAST. The relationship between the parties hereto was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement.

1.3 MAST as Independent Contractor. The parties to this Agreement intend that the relationship of MAST to the Academy is that of an independent contractor, and not an employee of the Academy. No agent or employee of MAST shall be determined to be an agent or employee of the Academy, except as expressly acknowledged, in writing, by the Academy.

1.4 No Related Parties or Common Control. The parties hereby agree that none of the voting power of the governing body of the Academy will be vested in MAST or its directors, members, managers, officers, shareholders, or employees. Further, the Academy and MAST are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the "**IRS Code**"); or (b) related persons, as that term is defined in the IRS Code.

1.5 The Board. The Board is the governing body with oversight responsibilities over the Academy. The parties acknowledge that throughout this Agreement the term "**Board**" and the term "**Academy**" are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject-matter of the article/section. This Agreement is executed by a duly authorized member of the Board (on behalf of the Academy), and by so executing this Agreement the Board acknowledges and accepts all obligations and responsibilities related to the Board as set forth in this Agreement.

2. Term

2.1 Term. The term of this Agreement shall be five (5) years beginning July 1, 2022 and ending on June 30, 2027 (the "**Term**"), subject to earlier termination under Section 5. For purposes of this Agreement, an "**academic year**" shall mean the fiscal year beginning July 1 and ending June 30 of the following year.

3. Compensation and Reimbursement of Costs

3.1 Compensation for Services. Annual engagement fee of **1.2% of total audited annual revenue** to be paid in equal monthly installments (such applicable amount being the "**Fee**").

3.2 Payment of Fee. Any Fee or installment thereof not received within 10 days when due shall be subject to a late charge equal to 5% of the amount due. Any fee or installment thereof not received within 30 days when due shall begin to accrue interest at the rate of 7% per year or the highest legal rate, whichever is less, until paid.

3.3 Reimbursable expenses. In addition to the Fee, the Academy shall reimburse MAST on request for any expenses incurred by MAST on behalf of the Academy. Any services to be provided by MAST in this Agreement that are instead performed by a subcontractor shall not be charged to, reimbursed by, or passed through as an additional cost to the Academy. Documentation for the fees and expenses shall be provided for Board ratification at its next regularly scheduled meeting. No corporate costs of MAST shall be charged to, or reimbursed by, the Academy.

3.4 Equipment. The Academy shall reimburse MAST for any equipment, materials, or supplies purchased by MAST on behalf of or as the agent of the Academy. The

equipment, materials, or supplies shall be and remain the property of the Charter School. MAST shall comply with the Code (including, but not limited to, section 1267 and 1274) as if the Academy were making these purchases directly from a third-party supplier. MAST shall not include any added fees or charges with the cost of equipment, materials, or supplies purchased from third-party suppliers or vendors.

3.5 Other Institutions. The Academy acknowledges that MAST may enter into agreements similar to this Agreement with other public or private educational schools or institutions (the "**Institutions**"). MAST shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and for reimbursable expenses incurred on behalf of the Institutions. MAST shall only charge the Academy for reimbursable expenses incurred on behalf of the Academy.

4. **Financial Services**

4.1 Fiscal Services. MAST shall provide the Academy with accounting services that meet Michigan School Accounting standards. The Services shall include, but are not limited to, the following:

CFO-Level Financial Strategy & Planning

- MAST will work with the school administration and board to develop a long-term financial plan that is aligned with the school's vision and goals, and to ensure financial stability. This includes, but is not limited to, planning for capital and operating reserves, attending meetings as needed, and managing all financial operations of the academy.

Back-Office Services

- MAST's back-office services include managing cash flow, reconciliations, accounts payable and accounts receivable. We will manage the school's financial systems to in accordance with the Michigan Public School accounting manual.

Financial Procedures

- Sound financial procedures and controls will be implemented to ensure all assets are safeguarded and in financial compliance with appropriate regulations and policies.

Budget Development

- MAST will prepare the school's budget with the assistance of the school administration and board-appointed finance committee. This will involve working closely with interdepartmental leaders, such as facilities and technology, to ensure all needs are incorporated to the budget. Throughout the budget development process, the board's strategic plan and the academic needs of all students will serve as the compass for creating the school's budget.

Monthly Reporting & Budget Monitoring

- Prepare monthly financial statements for the board to review five to seven days prior to the board meetings. Reports will (at a minimum) include: a balance sheet, an object-level detailed statement of revenues, expenditures

and changes in fund balance that include a comparison of budget-to-actual information and an explanation of variances.

- Reviewing year-to-date revenue and expenses, meeting with departmental leaders, making sure funds are being spent as budgeted, monitoring cash flow and proposing any necessary amendments.

Grant Management

- MAST will manage the funds from federal grants (Title I, Title II, ESSER funds and IDEA) and 31a At-Risk, to ensure they are being spent correctly.

Year-End Financial Reporting

- MAST will manage all financial-related reporting and accounting for year-end.

Lead the Annual Financial Audit

- MAST will lead the annual financial audit by working with the board's approved audit firm to ensure all documentation is provided for a clean and successful audit.

Compliance with Section 553c

- On an annual basis, MAST will provide the Board with any information in MAST's possession that is required for the Board to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which information is available. Within thirty (30) days of receipt of this information, the Academy shall make the information available on the Academy website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in Code section 553c, MCL 380.553c, shall have the same meaning in this Agreement.

4.2 Depository Account. No provision of this Agreement shall alter the Board treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by law. The signatories of the Academy accounts shall solely be Board members or properly designated Board employee(s). MAST (including its officers, directors, and employees) shall not be designated as a signatory on any Academy account. Interest income earned on the Academy accounts shall accrue solely to the Academy.

4.3 Financial Records. All financial and other records created by MAST related to the representation of the Academy shall be available upon request to the Board, the Board's independent auditor, and the Authorizer's Charter Schools Office.

4.4 Independent Auditor. The Board shall solely be responsible for selecting and retaining the Academy's independent auditor.

5. Termination

5.1 Termination by MAST. MAST may terminate this Agreement prior to the end of the Term in the event the Board fails to remedy a material breach of this Agreement within the time frames required herein. The Academy has ten (10) days after notice from MAST to remedy a breach that involves the payment of a Fee or other sums owed by the Academy to MAST.

The Academy has thirty (30) days after written notice from MAST to remedy all other material breaches. Termination prior to the end of the Term shall not relieve the Academy of any financial or other obligations to MAST outstanding as of the date of termination. Failure by MAST to (a) declare a breach, (b) place the Academy on notice thereof, or (c) fail to exercise or exert any remedy available to MAST under this Agreement or applicable laws, shall not be deemed a waiver of MAST's right and remedies whatsoever.

5.2 Termination by Academy. The Academy may terminate this Agreement prior to the end of the Term in the event MAST fails to remedy a material breach of this Agreement within the time frame required herein. MAST has thirty (30) days after written notice from the Academy to remedy material breaches. Termination prior to the end of the Term shall not relieve the Academy of any financial or other obligations to MAST outstanding as of the date of termination. Failure by the Academy to (a) declare a breach, (b) place MAST on notice thereof, or (c) fail to exercise or exert any remedy available to the Academy under this Agreement or applicable laws, shall not be deemed a waiver of the Academy's right and remedies whatsoever.

5.3 Revocation or Termination of Contract. If the Contract issued by Gobles Public Schools Board of Education is revoked, 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, terminated or expires without further action of the parties.

5.4 Termination without Cause. Either party may terminate this Agreement without cause upon 30 day's notice to the other party for any reason.

5.5 Change in Law. If any federal, state or local law or regulation, or court or administrative decision, or attorney general's opinion (collectively referred to in this Agreement as the "applicable laws") has a substantial and material adverse impact (as reasonably determined by the party suffering the impact) on the ability of the impacted party to carry out its obligations under this Agreement, then the impacted party, upon written notice, may request a renegotiation of this Agreement. If the parties are unable or unwilling to successfully renegotiate the terms of this Agreement within ninety (90) days after the notice, and after making good faith efforts which shall include, but not be limited to, the use of a third party arbitrator and/or alternative dispute resolution process, the impacted party may terminate this Agreement as of the end of the then-current academic year.

5.6 Transition. In the event of any termination prior to the end of the Term of this Agreement, MAST shall provide the Academy reasonable assistance for up to thirty (30) days to assist in the orderly transition to another service provider or to a regular school. During those thirty (30) days, MAST shall, without additional charge: (i) if applicable, close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new educational service provider (ESP) or other financial services provider; and (iii) provide for the orderly transition to the new ESP or financial services provider of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment, real estate, keys, log-in

information, and passwords related to any Academy asset. Notwithstanding the foregoing, MAST shall not be obligated to provide such reasonable assistance if the reason for the termination was the documented willful misconduct of the Academy which resulted in financial damages to MAST exceeding $5,000, as reasonably determined by MAST.

5.7 Obligations upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the parties shall remain obligated for all financial or other obligations due at the time of the termination or expiration.

6. Indemnification & Cooperation

6.1 Indemnification of MAST. To the extent permitted by law, the Academy shall indemnify, save, and hold harmless MAST and all of its employees, officers, directors, subcontractors, and agents against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of the Board and the Academy contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse MAST for any and all legal expenses and costs associated with the defense of any such claim, demand or suit.

6.2 Indemnification of the Academy. MAST shall indemnify, save, and hold harmless the Academy and all of its employees, officers, directors, subcontractors, and agents against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any noncompliance by MAST with any agreements, covenants, warranties, or undertakings of MAST contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of MAST contained in or made pursuant to this Agreement. In addition, MAST shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

6.3 Indemnification for Negligence. Each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents, and representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of the other party's trustees, directors, officers, employees, agents, or representatives.

6.4 Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations as efficiently as possible. The duty to cooperate shall include all areas of the business of the Academy and the Services, including but not limited to potential and actual issues related to employees or teachers as they arise. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the Academy or the Services provided, such as provision of testimony, records and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure).

6.5 Indemnification of Gobles Public School District. The parties acknowledge

and agree that Gobles Public School District, its Board of Education, and its members, officers, employees, agents or representatives (collectively, "Gobles") are deemed to be third party beneficiaries for purposes of this agreement. As third party beneficiaries, MAST hereby promises to indemnify, defend and hold harmless Gobles from and against all demands, claims, 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), of settlement and prosecution imposed upon or incurred by Gobles, and not caused by the sole negligence of Gobles, which arise out of or are in any manner connected with the Gobles Board's approval of the Academy's application, the Gobles Board's consideration of or issuance of a Contract, MAST's preparation for or operation of the Academy or which are incurred as a result of the reliance by Gobles upon information supplied by MAST, or which arise out of MAST's failure to comply with this Agreement or applicable law. The parties expressly acknowledge and agree that Gobles may commence legal action against MAST to enforce its rights as set forth in this section of the Agreement.

7. Insurance

7.1 Academy Insurance. The Academy shall maintain such policies of insurance coverage in the amounts as required by the Contract. MAST shall comply with any reasonable information or recording requirements under the Academy's policies of insurance), to the extent reasonably practicable. The Academy shall name MAST as an additional insured on its general liability policy and shall provide MAST with a certificate evidencing such coverage.

7.2 MAST Insurance. MAST shall maintain separate general liability and umbrella insurance coverage, with the Academy listed as an additional insured on all policies. In the event that the Authorizer or its insurance carrier request any change in coverage, MAST agrees to comply with a change in the type of or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change.

7.3 Workers, Compensation Coverage. Additionally, each party shall maintain workers' compensation insurance, as required by state law, covering their respective employees.

8. Warranties and Representations

8.1 Warranties and Representations of the Academy. The Academy represents to MAST that (a) it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (b) its actions have been duly and validly authorized, and (c) it will adopt the necessary resolutions or expenditure approvals required for execution of this Agreement.

8.2 Warranties and Representations of MAST. MAST represents and warrants to the Academy that (a) it is a Michigan limited liability company in good standing duly authorized to conduct business in the State of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.

8.3 Mutual Representations and Warranties. Each party represents and warrants to the other party that except as disclosed in writing to the other party, to its knowledge, there are no pending actions, claims, suits, or proceedings, whether threatened or reasonably anticipated, against or effecting it, which if adversely determined would have a material adverse effect (as might be reasonably determined by the non-affected party if disclosed) on its ability to perform its obligations under this Agreement.

9. **Alternative Dispute Resolution.** Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall be resolved by binding arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three (3) persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Kent County, Michigan, with such variations as the parties and arbitrators unanimously accept. The arbitrators' award shall be final and binding. A cause opinion (written explanation) shall be prepared after the final decision. The Authorizer shall be notified of said decision and, upon the Authorizer's request, the cause opinion shall be made available. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction, by any party, without the consent of the other party. The losing party shall pay the cost of arbitration, not including attorney fees. It shall be within the discretion and purview of the arbitrator or arbitration panel to award reasonable attorney fees to the prevailing party.

10. **Miscellaneous**

10.1 Entire Agreement. This Agreement supersedes and replaces any and all prior written or oral agreements and understandings between the Academy and MAST. This Agreement constitutes the entire agreement of the parties.

10.2 Compliance with Charter Contract. MAST agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract issued by the Authorizer. The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement.

10.3 Material Breach. Any action or inaction by MAST that is not cured within sixty (60) days of notice thereof which causes the Contract to be revoked, terminated, suspended or which causes the Contract to be put in jeopardy of revocation, termination or suspension by the Authorizer is a material breach.

10.4 Personally Identifiable Information. Except as permitted by FERPA and Code Section 1136, MAST shall not use, disclose, sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of the Academy's student education records. If MAST receives information that is part of the Academy's student education records, MAST shall not use, disclosure, sell or otherwise provide the information to any other person except as permitted by FERPA and Code Section 1136. For purposes of this section, the terms "education records" and "personal identifiable information" shall have the same meaning as those terms in FERPA and Code Section 1136, MCL 380.1136.

10.5 Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, accident, labor strike, flood, terrorism, or other acts beyond its reasonable control.

10.6 Governing Law. This Agreement and the rights of the parties hereto shall be interpreted according to the laws of the State of Michigan.

10.7 Official Notices. All notices or other communications required by the terms of this Agreement shall be in writing and sent to the parties at the addresses set forth below. Notice may be given by certified or registered mail, postage prepaid, return receipt requested, or personal delivery or by a nationally recognized overnight courier services (ex: Federal Express, UPS). Notices shall be deemed to have been given on the date of personal delivery or courier delivery, or, if given by mail, the postmark date. Unless amended or updated in writing, the addresses of the parties hereto for the purposes of this Agreement shall be:

The Academy:	Michigan Online School c/o Superintendent Stephanie Hargens 209 S. State Street Gobles, Michigan 49055
With a copy to:	Robert J. Gavin, Esq. Shifman & Carlson, P.C. 34705 W 12 Mile Road, Suite 160 Farmington Hills, MI 48331
MAST:	MAST Financial Group, LLC c/o _____ _____ _____

10.8 Assignment. This Agreement shall not be assignable without prior notification to the Authorizer and compliance with the Gobles Charter Schools Office ESP Policies. This Agreement shall not be assigned (a) by MAST, without prior written consent of the Academy; or (b) by the Academy, without the prior written consent of MAST. MAST may, without the written consent of the Academy, delegate the performance of but not responsibility for any duties and obligations of MAST hereunder to any independent contractor, expert or professional adviser.

10.9 Amendment. This Agreement, except as permitted by **section 10.10**, may only be amended in writing, signed by a duly authorized representative of each party.

10.10 Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy school site pursuant to a notice issued by the Michigan Department of Education under Code Section 561, MCL 380.561; or (ii) to undergo a reconstitution pursuant to Code Section 561, MCL 380.561, and the Contract, 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 reconstitution with no cost or penalty to the Academy, and MAST shall have no recourse against the Academy or the Authorizer for implementing such closure or reconstitution.

10.11 Effect of Headings. The underlined headings are included for convenience of the reader, and if the underlined headings are inconsistent with the other text the underlined text shall be disregarded.

10.12 Tax Exempt Financing. If at any time the Academy determines that it is in the best interests of the Academy to obtain financing from the Michigan Finance Authority or any other type of financing that is tax-exempt pursuant to the IRS Code, then the parties hereby agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with Revenue Procedure 2017-13, and/or its progeny. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment referenced above.

10.13 Academy Records. All financial, educational and student records pertaining to the Academy are Academy property, and such records are subject to the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. Except as permitted under this Agreement and applicable law, this Agreement shall not restrict the Authorizer or the public's access to Academy records.

10.14 Proprietary Rights. The Academy owns all proprietary rights related to any educational or curriculum materials that are directly developed and paid for by the Academy.

10.15 Waiver. No waiver of any portion of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated in writing. No provision of this Agreement shall restrict the Academy from waiving its governmental immunity or require the Academy to assert, waive, or not waive its governmental immunity.

10.16 Severability. The invalidity of any portion or term of this Agreement shall not affect the remaining portions or terms of this Agreement. In the event a portion or a term of this Agreement is deemed invalid, the parties shall cooperatively work together to modify the invalid portion or term as minimally as possible to cure the invalidity, while at all times preserving the spirit and purpose of the applicable portion or term.

10.17 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

10.18 No Third Party Rights. This Agreement is made for the sole benefit of the Academy and MAST. Except as otherwise expressly provided herein, nothing in this Agreement shall create or be deemed to create a relationship between the parties, or either of them individually with any third person, third party beneficiary, fiduciary, or the Authorizer.

10.19 Survival of Termination. All representations, warranties, and indemnities made in this Agreement shall survive any termination or expiration of this Agreement without limitation.

10.20 Delegation of Authority; Compliance with Laws. Nothing in this Agreement shall be construed as delegating to MAST any of the powers or authority of the Board which are not subject to delegation by the Board in accordance with all applicable laws. The parties agree to comply with all applicable laws.

10.21 Execution. The parties may execute this Agreement by facsimile, by .pdf, or in counterparts. A facsimile or photographic copy of this Agreement may be relied upon by either party, or any third party, as if it were an original signature copy. If this Agreement is executed in counterparts, the separate counterpart signature pages shall be combined and treated by the parties, or any third party, as if the separate counterpart signature pages were part of one original signature copy.

10.22 Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

10.23 Nondiscrimination. MAST agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

The undersigned hereby execute this Agreement as of the Effective Date.

MAST Financial Group, LLC, a Michigan limited liability company

By: _____

Its: President and CEO

Michigan Online School, a Michigan public school

By: Ellen E McNally

Its: Board President

Educational Service Provider Information Sheet

Pursuant to Section A of the Gobles Public Schools ("GPS" or "Gobles") Charter Schools Office ("CSO") Educational Service Provider ("ESP) Policies ("Policies"), Charter School Board of Directors Due Diligence, prior to executing an agreement with an ESP, the Charter Schools Board shall perform sufficient due diligence to establish that the ESP has the appropriate financial resources, educational services, and managerial experience to provide the contracted services. Prior to contracting with an ESP, the Charter Schools Board shall obtain sufficient information to conclude that the ESP Agreement is in the best financial and educational interest of the Charter School At a minimum, and prior to the execution of an ESP Agreement, the Charter School Board shall provide the following information to the GPS CSO:

ESP Name: MAST Financial Group LLC
ESP Contact Person Name: Adam Holcomb
Address: PO Box 223 City, State, Zip: Rockford, MI 49341
Telephone: 616-916-9802 Fax: _____ Email: adam@mastfinancialgroup.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
Adam Holcomb	616-916-9802	PO Box 223 Rockford, MI 49341

Indicate the organizational structure of the ESP:

_X_ For Profit State of Incorporation: Michigan
___ Non-Profit Has the ESP obtained authorization to do business in Michigan? ___ Yes ___ No
_X_ Limited Liability Corporation
Other: _____

In the space below, provide the following information on the ESP's primary banking institution:
Bank Name: Huntington Bank Contact Person: n/a
Address: 1311 W. Washington St., Greenville MI 48838 Telephone: 616-754-4629

In the space below, provide the following information on the ESP's legal counsel:
Firm Name: Mika Meyers Contact Person _____
Address: 900 Monroe Avenue NW Telephone: 616-632-8000

In the space below, provide the following information on the firm providing accounting or auditing services to theESP:
Firm Name: n/a Contact Person _____
Address: _____ Telephone: _____

Attach a copy of the Charter School Board's draft legal opinion (according to Exhibit A of the Policies), certifying to the GPS Board that the Charter School's Board has fulfilled all obligations as required in the Policies.

NOTE:
MAST Financial Group LLC disputes that we are an educational service provider but we are completing this upon request of the authorizer for the charter renewal for Michigan Online School. MAST Financial Group LLC only provides school finance related services to the academy.

SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

Academic Plan

MOS will develop and implement an academic plan to create an environment for students to learn and achieve success in their education. The plan is organized by instruction, assessment, staffing, observation, feedback, data, and professional development around the goals in the Charter Contract and Educational Service Provider (ESP) contract. The planning process will take place over several months each year and the plan is reviewed monthly with a school team that includes various roles, a Board member, and parent and student representatives.

Individualized Course Plan Guidance

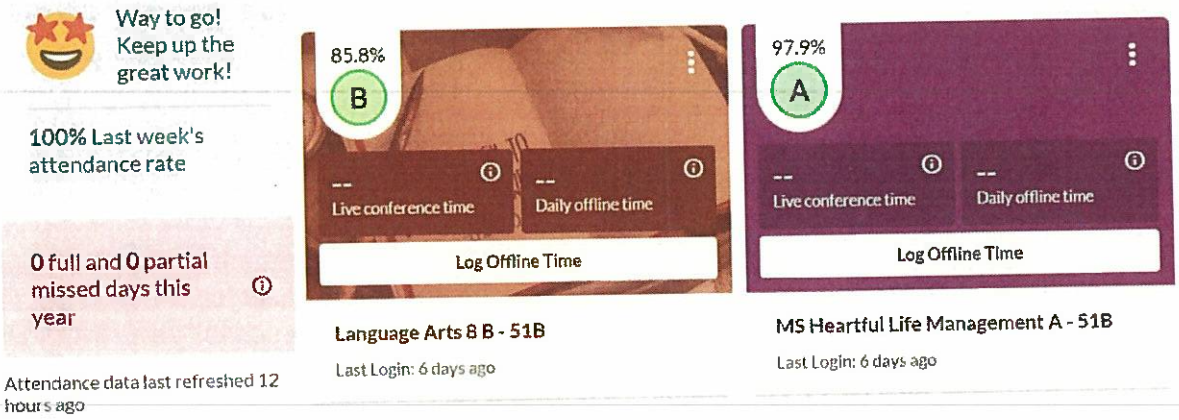
The development of course guidance is a team process and done through an Educational Development Plan (EDP). The key people involved in each plan are: the student, parents/guardians, and a Guidance Counselor. The course direction is based upon the Michigan Merit Curriculum (MME), transcripts from the prior school, and students' future educational or career plans.

Validating Student Attendance and Instructional Hours

Every state has requirements for all public schools to provide a minimum number of instructional hours and Michigan Online School will diligently uphold the requirement established by the Michigan Revised School Code - 6.1 hours per day and 1,098 hours per school year. MOS can provide reports on student attendance and instructional hours in a format that meets expectations and the requirements for the State of Michigan. MOS provides a comprehensive curriculum that follows a scope and sequence which have been reviewed for alignment with the state curriculum standards and MME requirements.

Michigan Online School will establish a school calendar that meets the Michigan requirement for at least 180 student days and 1,098 hours during a school year. Student instructional activity can be measured through a combination of methods including student logins to the system, progress within the courses, and participation in assignments and school activities. Michigan Online School staff document lesson completion, engagement, assessment performance, attendance, and student progress within each course. Our systems (Canvas, PowerSchool, and Power BI) include a tracking system to determine each student's number of instructional minutes/hours for each lesson in each course. MOS staff monitor this data as well as state, benchmark, and other assessments to ensure students are progressing.

Canvas allows teachers to complete lesson planning and scheduling tools enable grade K-12 teachers, students, and learning coaches to establish a schedule for completing lessons. Teachers can adjust class plans at any time throughout the school year, and these are immediately available to the student. The Canvas Dashboard and Parent Portal tools assist students and parents/guardians quickly review current grades and attendance.

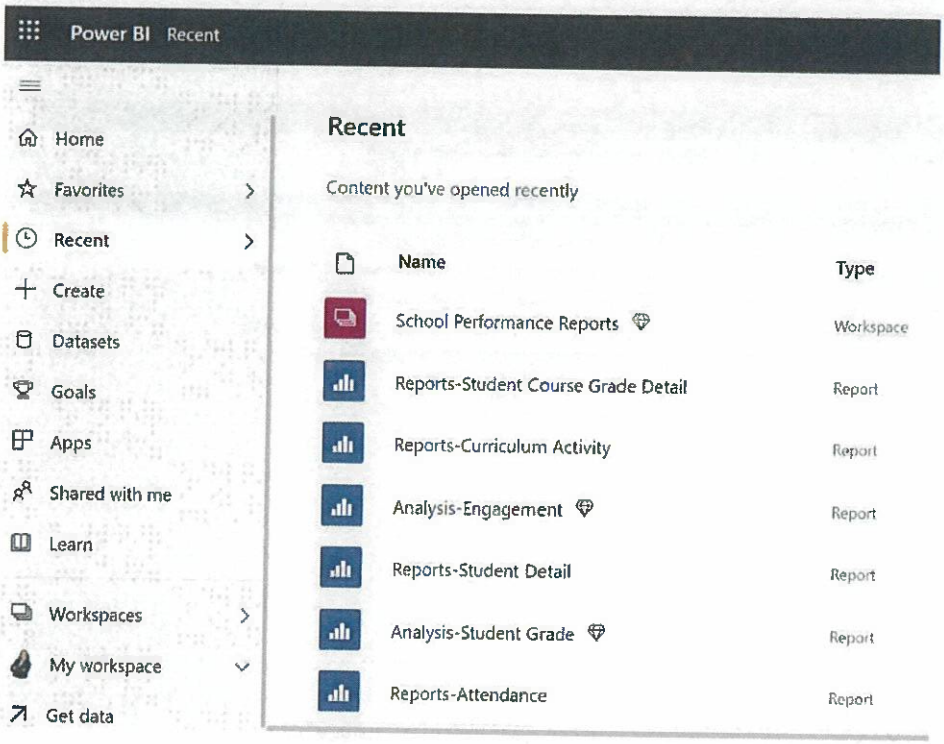


Feedback

Teachers grade assignments and provide direct instructional feedback on each assignment in the student's gradebook. Feedback can be recorded for students or provided in writing. Graded activities are assigned points and a student's final grade will reflect the actual points earned compared with the total points possible, creating an evaluative tool for academic effectiveness. A percentage grade can be calculated using these points and MOS will assign letter grades according to the grading procedures for each course. Grades K-5 will use standards-based grading, while grades 6-12 will use a standard scale. As research continues to grow around best practices for grading, MOS will adjust grading practices to ensure student growth and transparency remain the focus.

Data

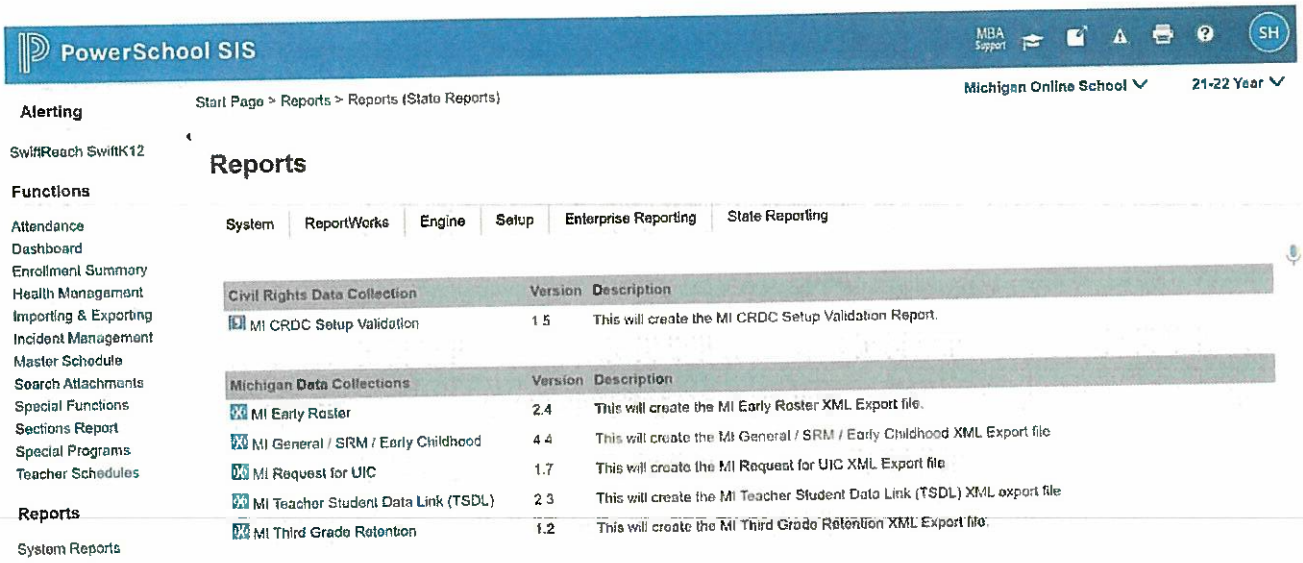
Data provided on demand and near real time through Canvas, PowerSchool, and Power BI to MOS staff will help them understand how their students are performing and how they can best help them reach their academic potential. The in-system data helps teachers inform their instructional strategies and identify opportunities for remediation or acceleration.



Student Information System (SIS)

MOS utilizes PowerSchool for its SIS that is integrated with Canvas and other proprietary licensed systems. The SIS system can work with multiple platforms. The SIS stores specific data that is utilized for a variety of functions. Some of those functions are enrollment, reporting to MDE, demographics, IEPs, grades, attendance, historical data, and student transcripts. The SIS system can produce reports and we have a dashboard for administration to view critical data. We have the capability to provide our authorizer or MDE with the necessary information in an effective and efficient manner.

The MOS administration and State Reporter are responsible for generating reports to all requiring entities. MOS will use the SIS to report attendance and other Center for Educational Performance and Information (CEPI) to the state as required of all public schools. In addition, MOS's SIS works in conjunction with MI Data Hub and Snack Pack helping support MOS student data and historical enrollment, assessment, and specific student needs.



Michigan KRA Exports	Version	Description
MI KRA Enrollment Export	1.0	This creates the Enrollment file for the Kindergarten Readiness Assessment (KRA).
MI KRA Student Export	1.0	This creates the Student file for the Kindergarten Readiness Assessment (KRA).
MI KRA Teacher Export	1.0	This creates the Teacher file for the Kindergarten Readiness Assessment (KRA).

Michigan Reports	Version	Description
MI 10/30 Day - By Class	2.2	This will create the MI 10/30 Day – By Class Report.
MI 10/30 Day - By Period	2.1	This will create the MI 10/30 Day – By Period Report.
MI 4061 FTE	1.8	This will create the MI 4061 FTE Report.
MI 75% Membership	2.1	This will create the MI 75% Membership report.
MI Attendance For Transcript	1.7	This will create the MI Attendance For Transcript CSV Export file.
MI Discipline	1.7	This will create the MI Discipline Report.
MI Exit/Transfer-In	1.8	This will create the MI Exit/Transfer-In Report.
MI MSDS Attendance Component Data	1.4	This will create the MI MSDS Attendance Component Data Report.
MI MSDS Attendance Data Summary	1.2	This will create the MI MSDS Attendance Data Summary Report.
MI Official Enrollment Student Roster	2.4	This will create the MI Official Enrollment Student Roster Report.
MI Pandemic Learning Pupil List	1.2	This creates a csv file for the Pandemic Learning Pupil List.
MI Virtual Learning Contact Form	1.2	This will create the Virtual Learning Contact Form.
MI Worksheet A	1.2	This will create the MI Worksheet A Report.
MI Worksheet B	1.4	This will create the MI Worksheet B Report.
MI Two-Way Missing/Incomplete Records Report	1.1	This report will create a list of incomplete or missing two-way communication logs.
MI Two-Way/Attendance Participation Report	1.22	This report will create a list of students with statistical data based on the chosen parameters.

Michigan Validation Reports	Version	Description
MI MSDS Setup Validation	1.4	This will create the MI Setup Validation Report.
MI Teacher Student Data Link (TSDL) Validation	2.3	This will create the MI Teacher Student Data Link (TSDL) Validation Report.

Obsolete	Version	Description
MI CRDC Cumulative EOY Data	1.3	This will create the MI CRDC Cumulative EOY Data file.
MI CRDC Snapshot Date Data	1.2	This will create the MI CRDC Snapshot Date Data file.
MI Pandemic EOY Attendance Report	1.0	This report will create a list of students with attendance calculations for the EOY General Collection report based on the chosen parameters.

Civil Rights Data Collection (2020-2021)	Version	Description
CRDC Report (2020-2021)	1.2.2	2020-2021 Civil Rights Data Collection (CRDC) Report

Assessment

Curriculum efficacy will be measured through the usage of a variety of assessment tools. The assessment tools will include, but are not limited to:

- course assessments
- Curriculum Associates I-Ready Diagnostics
- the PSAT 8 will be administered to 8th grade students
- the PSAT 9 will be administered to 9th grade students
- the PSAT 10 given to 10th grade students
- M-STEP (Michigan Student Test of Educational Progress) to students in grades 3-8, and 11
- Michigan Merit Exam (MME) for grades 11 and designated students in grade 12
- Short cycle assessments

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

MOS will comply with all Michigan Revised School Code requirements related to admissions and enrollment. MOS will not charge tuition. MOS will not discriminate in its admissions policies or practices based on 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.

Eligibility

MOS will limit admissions to pupils ages 5-21 years as of September 1 of the current school year; provided, however, that a special education student who is enrolled and receiving instruction in a special education program or service approved by the Michigan Department of Education, and who does not have a high school diploma, may continue to enroll in the Academy if less than 26 years of age as of September 1 of the current school year. and grade levels (K-12). All students must be residents of the state of Michigan. The school will be open to all prospective students on a state-wide basis. A lottery system will be used in an impartial manner if the demand exceeds capacity. MOS shall allow any pupil who was enrolled in MOS in the immediately preceding school year to enroll in MOS in the appropriate grade unless the appropriate grade is not offered. MOS shall give enrollment priority to a sibling of a pupil enrolled in MOS.

The enrollment application will be completed online by the prospective student, parent, and/or guardian. A situation may arise where the one of the responsible parties can't complete the application online. In those situations, our Customer Service Representative will assist in completing the application over the phone.

MOS will not discriminate against any student based on national origin, race/color, religion, creed, sex, disability, or sexual identification. Students will not be prevented from enrolling with MOS because of their previous disciplinary events (expulsions, etc.). All applications will be verified through direct communication with the parent/guardian by our Customer Services Representatives.

, MOS will provide login information and passwords to get the student started in the program. We will assign the student and parent/guardian to orientation. Orientation will allow students and parents/guardians to understand the virtual learning expectations and responsibilities before starting their coursework.

Marketing

Advertising and Recruitment: Michigan Online School will utilize various resources throughout the state of Michigan. Some of the resources to boost enrollment are:

- personal references
- television
- radio
- social media (Facebook, Instagram, LinkedIn, Twitter)
- print ads
- the school website www.michiganonlineschool.com

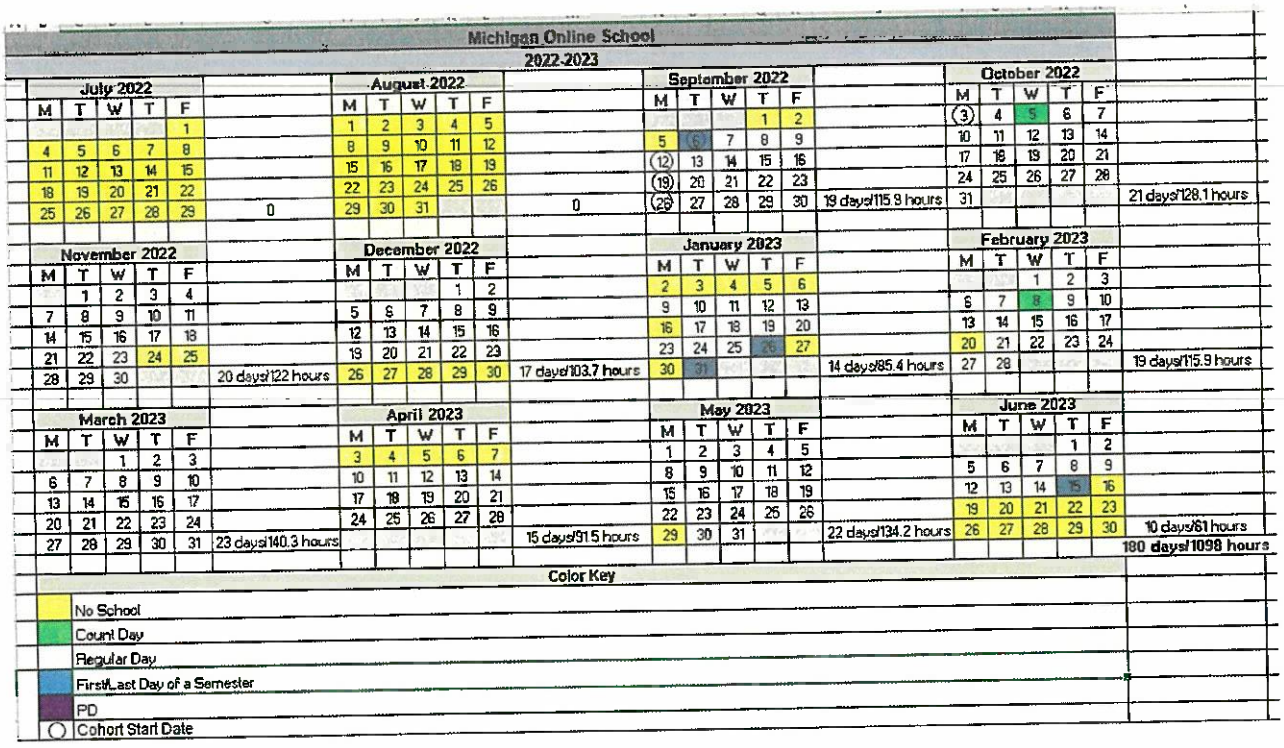
SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

MOS makes educational services available to pupils 24 hours a day. The Academy Board shall provide annual documentation that each child is meeting the attendance requirements in accordance with the Michigan Revised School Code.

MOS regular office hours for the administrative office are 8:30 AM to 4:30 PM Monday - Friday. Teachers also work generally from 8:30 AM to 4:30 PM Monday - Friday throughout the school year. Schedules include time for review of student academic work and progress, parent/student conferencing, professional development, individual student academic assistance, web-conferencing, group instruction, and planning.

The first day of each year will be the first Tuesday after Labor Day. The number of school days and instructional hours will be at least 180 days and 1098 hours as per the Revised School Code. Students will be expected to log into the online school every official school day for 6.1 hours per day. The online school system records and tracks attendance based on the system login, communications with teachers, completion of course work, and participation in class activities.



Five Year Projected Calendars

2022-2023

First Day of School: September 6, 2022

Last Day of School: June 15, 2023

Winter Break - December 23-January 6

Spring Break - April 3-7

2023-2024
First Day of School: September 5, 2023
Winter Break - December 25-January 5
Spring Break - April 1-5

2024-2025 - (tentative)
First Day of School: September 3, 2024
Winter Break - December 23-January 3
Spring Break - March 31-April 4

2025-2026 - (tentative)
First Day of School: September 2, 2025
Winter Break - December 22-January 2
Spring Break - March 30-April 3

2026-2027 - (tentative)
First Day of School: September 8, 2026
Winter Break - December 21-January 1
Spring Break - March 29-April 2

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED

Michigan Online School (MOS) will enroll students in (K-12) Kindergarten through twelfth grade with a maximum age of 21 years as of September 1 of the current school year; provided, however, that a special education student who is enrolled and receiving instruction in a special education program or service approved by the Michigan Department of Education, and who does not have a high school diploma, may continue to enroll in the Academy if less than 26 years of age as of September 1 of the current school year. The maximum number of students MOS can enroll shall not exceed statutory limits. Projected enrollment for 2022-2023 is 1,500, 400 at the K-5 level and 1,100 at the 6-12 level. MOS is open to any student eligible to enroll in a Michigan public school.

SCHEDULE 7-8

DESCRIPTION OF FACILITIES

The administrative offices of Michigan Online School (MOS) will be at 209 S. State Street, Gobles Michigan, 49055. The office will be utilized for school administrative purposes and not student instructional purposes. This facility will comply with the appropriate state and/or local building regulations and requirements. The lease agreement is included as part of the contract.

CERTIFICATE OF OCCUPANCY

This Certificate issued pursuant to the requirements of Section 13 of the Michigan Construction Code Act certifying that at the time of issuance, this structure was in compliance with the various ordinances of GOBLES CITY and the State Construction Code for the following:

Date: 5/26/2022
Permit No: 18-011BC0001

Applicant: Craig Cooley Builder LLC
27760 6th Ave
Gobles MI 49055

Owner: Gilbert, Jesse Ile
30322 23rd Ave
Gobles MI 49055

Location: STATE ST, S 209

Property No: 80-51-206-003-50
Municipality GOBLES CITY

Building Description: WC / UT
ALTERATION COMMERCIAL

Code Edition: 2015 MI Building Code
Zoning District:
Construction Type: VB
Use Group: R3
Sprinkler Required: No
Sprinkler Installed: No

DEPARTMENTAL APPROVALS

BUILDING CO Permit No: 18-011BC0001 Finaled Date: 5/25/2022 Approved By: NTK
Permit Remarks: Rental Office Building

Building Official: Bert Dale

Associated Government Services

Inspection Card Detail

Location: **STATE ST. S 211**
MUNICIPALITY: GOBLES CITY

BUILDING COMMERCIAL PERMIT
PERMIT NO: 18-011BC0001
DATE ISSUED: 2/16/2018
WORK CLASS: ALTERATION
USE TYPE: COMMERCIAL
TAX ID# : 80-51-206-003-50
PHONE NUMBER: 2697209149

CONTRACTOR: Cooley, Craig A
OWNER: Gilbert, Jesse Ile
APPLICANT: Craig Cooley Builder LLC

Insp Date: 5/25/2022 Time In: Time Out: Clerk: SAT
Follow Up: Requested By:
Inspector: NTK Charge: N Charge No: 0
Inspection Type: **FINA**
Inspection Action: **SCHD**
Remarks:

☑ APPROVED ☐ PENDING (RE-INSPECTION FEE REQUIRED: CONTACT OFFICE

Remarks:

☐ APPROVED ☐ PENDING (RE-INSPECTION FEE REQUIRED: CONTACT OFFICE)

Plumbing Final Approved 5-24-22
Building Final Approved 5-24-22
OR No. CPO

Code Section:

Code Section

18-011OV0001 OV
DWH 2/28/2018 STATUS FCN Check for possible work having been done without permits on second floor. Take pics.

DWH - Jesse (owner) on site - tenant is not on site. Door locked - will have to coordinate with owner and tenant to egress apartment. Owner states property has not been changed since he bought property 1 1/2 years ago - only paint and flooring was done by Mr. Gilbert. Picture taken of floor framing at bath and stairs, 2nd floor this date. Building officials number is (269) 217-4648. Newer construction at bath and stairs would have been done by previous owner 2/28/2018.

18-011EC0001 EC
BTW 6/12/2018 SERVICE APPR Disconnect 9am - Reconnect in Afternoon Elgin 269-207-7983
Emailed Elgin Addedum to pay for service

BTW 2/27/20

18-011MC0001 MC
BTW 2/27/20

18-011BC0001 BC
NTK 5/25/20
DWH 3/1/201
DWH 2/27/201

APPROVED
TYPE OF INSPECTION Final Building
DATE OF INSPECTION 5-24-22
CODE OFFICIAL
18-011BC0001
LOT OR PERMIT NO.

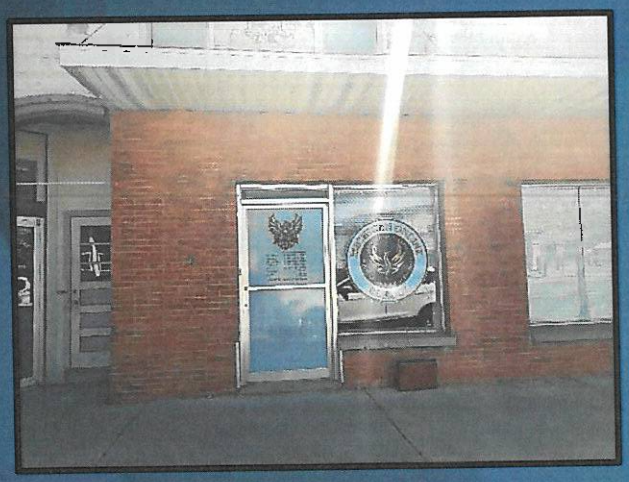
18-011PC0002 PC
CWG 3/29/2018 FINAL APPR Call Rob for access: 269-744-1828

CORRECTION NOTICE

JOB ADDRESS: STATE ST, S 211 PAGE 1 OF

MICHIGAN CONSULTING & ENVIRONMENTAL

Initial Asbestos Inspection (AHERA)



ELA:
Michigan Online School
209 State Street
Gobles, MI 49055

Prepared For:
Ms. Stephanie Hargens, Superintendent
Michigan Online School
209 State Street
Gobles, MI 49055

Date: June 10, 2022

MICHIGAN
CONSULTING & ENVIRONMENTAL

June 10, 2022

Ms. Stephanie Hargens, Superintendent
Michigan Online School
209 State Street
Gobles, MI 49055

Re: Initial Asbestos Inspection (AHERA)
Michigan Online School
209 State Street
Gobles, MI 49055

Dear Ms. Hargens:

On May 23, 2022, Bobby Glasser, Senior Project Manager of Michigan Consulting & Environmental (MCE) conducted an asbestos building inspection at the referenced property in accordance with the federal regulation 40 CFR, Part 763, Subpart E of the Asbestos Hazard Emergency Response Act (AHERA). The purpose of the inspection was to identify any regulated Asbestos-Containing Building Materials (ACBMs) and their respective quantities that may be located within the boundaries of the Michigan Online School, The Local Education Agency (LEA) which occupies space within a larger, multi-unit, commercial office building in the City of Gobles, Van Buren County, Michigan. See **Figure 1** – Site Location Map and **Figure 2** – Floor Plan for details pertaining to the location and interior layout of the Michigan Online School.

According to 40 CFR, Part 763, Subpart E, Asbestos-Containing Material (ACM), when referring to school buildings, means any material or product which contains more than 1 percent asbestos. The AHERA definition of an ACBM means surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a school building.

Bulk samples were collected from throughout the Michigan Online School interior and accessible exterior areas, and were submitted to SanAir Technologies Laboratory of N. Chesterfield, Virginia, for asbestos analysis using polarized light microscopy (PLM) via EPA Method 600/R-93/116. A complete copy of the laboratory analytical report is provided in **Appendix A** of this report and the results of the laboratory analyses are summarized in the table below. Refer to **Figure 2** – Floor Plan for general sample locations:

Asbestos Bulk Samples – Michigan Online School, Gobles, MI

Sample #	Material	Where Sample was Collected	Where Material is Present	% Asbestos	Estimated Quantity
HA-01-001	Carpet Mastic (Tan)	Storage Room	Throughout (Except Furnace Room)	None Detected	2,200 SF
HA-01-002	Carpet Mastic (Tan)	Principal Room	Throughout (Except Furnace Room)	None Detected	2,200 SF
HA-02-001	Skim coat over concrete block	Furnace Room (South wall)	Furnace Room only	< 1% (Chrysotile)	180 SF
HA-02-002	Skim coat over concrete block	Furnace Room (South wall)	Furnace Room only	< 1% (Chrysotile)	180 SF
HA-02-003	Skim coat over concrete block	Furnace Room (East wall)	Furnace Room only	< 1% (Chrysotile)	180 SF
HA-03-001	Concrete cinder block	Furnace Room (South wall)	Furnace Room only	None Detected	180 SF
HA-03-002	Concrete cinder block	Furnace Room (East wall)	Furnace Room only	None Detected	180 SF
HA-04-001	Mortar (Between cinder blocks)	Furnace Room (South wall)	Furnace Room only	None Detected	180 SF
HA-04-002	Mortar (Between cinder blocks)	Furnace Room (East wall)	Furnace Room only	None Detected	180 SF
HA-05-001	Brick (Yellow)	Furnace Room (Chimney)	Chimney	None Detected	50 SF
HA-05-002	Brick (Yellow)	Furnace Room (Chimney)	Chimney	None Detected	50 SF
HA-06-001	Mortar (Between yellow bricks)	Furnace Room (Chimney)	Chimney	None Detected	50 SF
HA-06-002	Mortar (Between yellow bricks)	Furnace Room (Chimney)	Chimney	None Detected	50 SF
HA-07-001	Concrete (slab)	Furnace Room	Furnace Room	None Detected	100 SF
HA-07-001	Concrete (slab)	Furnace Room	Furnace Room	None Detected	100 SF
HA-08-001	Insulation (Yellow)	Furnace Room	Throughout (Behind walls)	None Detected	3,200 SF
HA-08-001	Insulation (Yellow)	Furnace Room	Throughout (Behind walls)	None Detected	3,200 SF
HA-09-001	Acoustic Ceiling Tile (2'x2')	Hallway (West)	Throughout (Except Furnace Room)	None Detected	2,200 SF
HA-09-002	Acoustic Ceiling Tile (2'x2')	Hallway (East)	Throughout (Except Furnace Room)	None Detected	2,200 SF
HA-10-001	Brick (Gray)	Hallway (Above ceiling)	South side of hallway upon steel I-beam	None Detected	180 SF
HA-10-002	Brick (Gray)	Hallway (Above ceiling)	South side of hallway upon steel I-beam	None Detected	180 SF
HA-11-001	Mortar (Between gray bricks)	Hallway (Above ceiling)	South side of hallway upon steel I-beam	None Detected	180 SF
HA-11-002	Mortar (Between gray bricks)	Hallway (Above ceiling)	South side of hallway upon steel I-beam	None Detected	180 SF
HA-12-001	Skim coat over gray brick	Hallway (Above ceiling)	South side of hallway upon steel I-beam	None Detected	180 SF
HA-12-002	Skim coat over gray brick	Hallway (Above ceiling)	South side of hallway upon steel I-beam	None Detected	180 SF
HA-12-003	Skim coat over gray brick	Hallway (Above ceiling)	South side of hallway upon steel I-beam	None Detected	180 SF
HA-13-001	Roof membrane	Roof (Above back door)	Throughout	None Detected	2,300 SF
HA-14-001	Exterior caulk (Old-Gray)	Front south window	Front Exterior windows/doorway	None Detected	50 LF
HA-14-002	Exterior caulk (Old-Gray)	Front door	Front Exterior windows/doorway	None Detected	50 LF

HA-15-001	Exterior caulk (New-White)	Front south window	Front Exterior windows	None Detected	30 LF
HA-15-002	Exterior caulk (New-White)	Front north window	Front Exterior windows	None Detected	30 LF
HA-16-001	Brick (Red)	Front Exterior	Front Exterior	None Detected	300 SF
HA-16-002	Brick (Red)	Front Exterior	Front Exterior	None Detected	300 SF
HA-17-001	Mortar (Between red bricks)	Front Exterior	Front Exterior	None Detected	300 SF
HA-17-002	Mortar (Between red bricks)	Front Exterior	Front Exterior	None Detected	300 SF

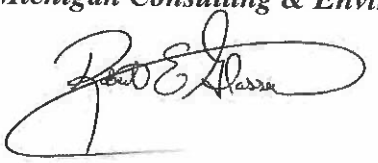
LF = Lineal Feet
SF = Square Feet
Red text denotes Asbestos Containing Material (> 1% asbestos)

Based on the analytical results summarized in the above table, MCE had determined that none of the building materials submitted for analysis contained asbestos at concentrations greater than 1% and, therefore, do not meet the definition of an Asbestos Containing Material (ACM). Therefore, the findings of this report have established that there are no known regulated ACBM present at the Michigan Online School and that the ELA (Michigan Online School) has no further obligations to develop and/or implement an asbestos management plan per AHERA.

Note: All of the sampled building materials were "Non-Detect" for any concentration of asbestos except for one (1) surfacing material or "skim coat" covering concrete cinder block walls exposed within the Furnace Room located at the southeast corner of the school "building", which is reported to contain <1% Chrysotile. As such, this material is NOT considered to be an Asbestos Containing Building Material (ACBM) per AHERA regulations. However, per OSHA (29 CFR 1926.1101), materials containing ANY asbestos are regulated such that if this material is to be removed or repaired by a contractor, that contractor must be notified that the material is known to contain asbestos, and that contractor must adhere to applicable OSHA regulations accordingly.

Please contact me at (269-547-5295) or Mr. Sam Kitchin (989-698-6655) if you have any questions or concerns regarding the findings of this report.

Respectfully,
Michigan Consulting & Environmental



Robert E. Glasser,
Senior Project Manager
Michigan Accredited Asbestos Building Inspector A44494
(Expiration/Renewal Date: 04/17/2023)

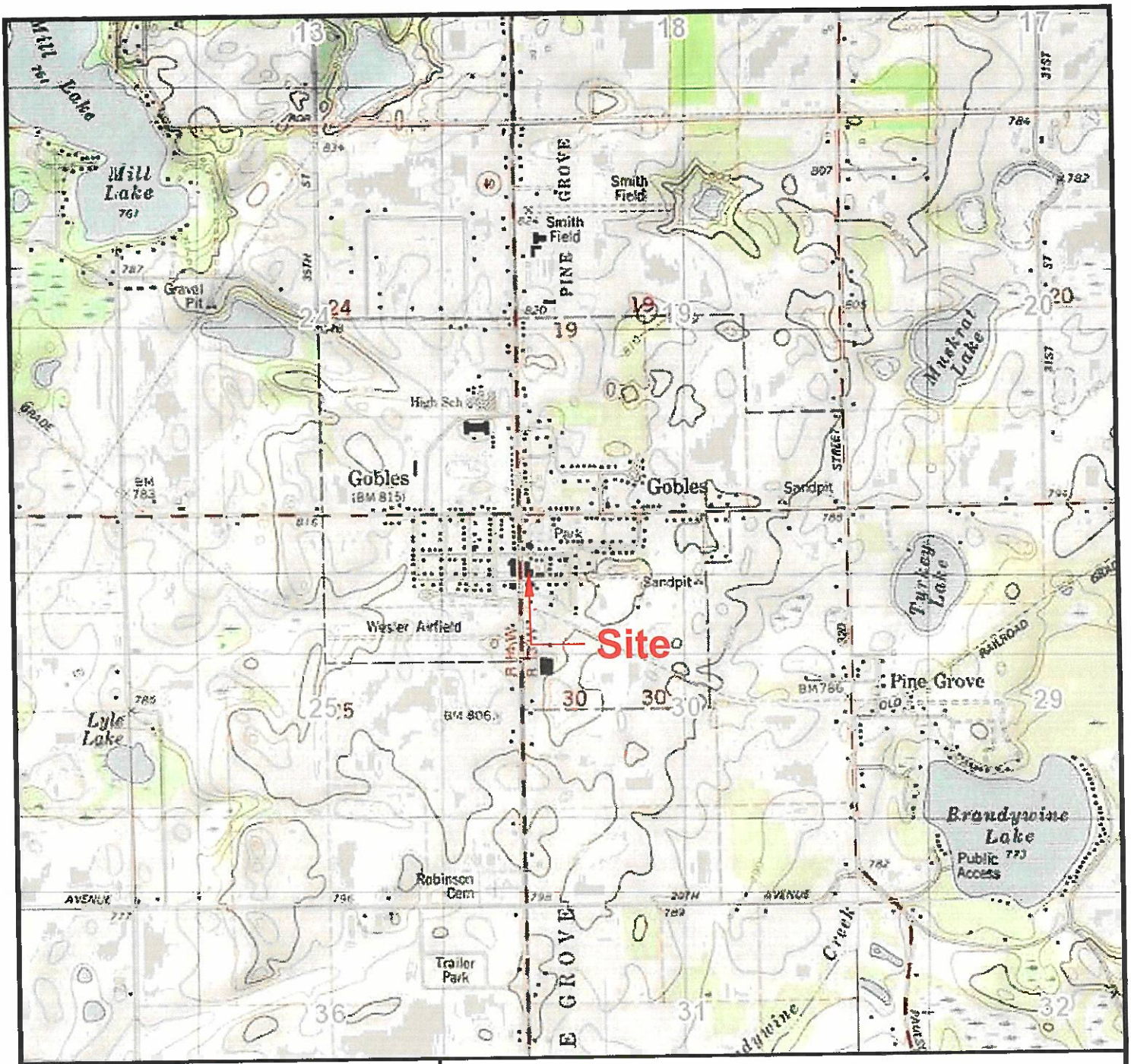
FIGURES

Figure 1 Site Location Map
Figure 2 Floor Plan

APPENDICES

Appendix A SanAir Technologies Laboratory Analytical Report

FIGURES





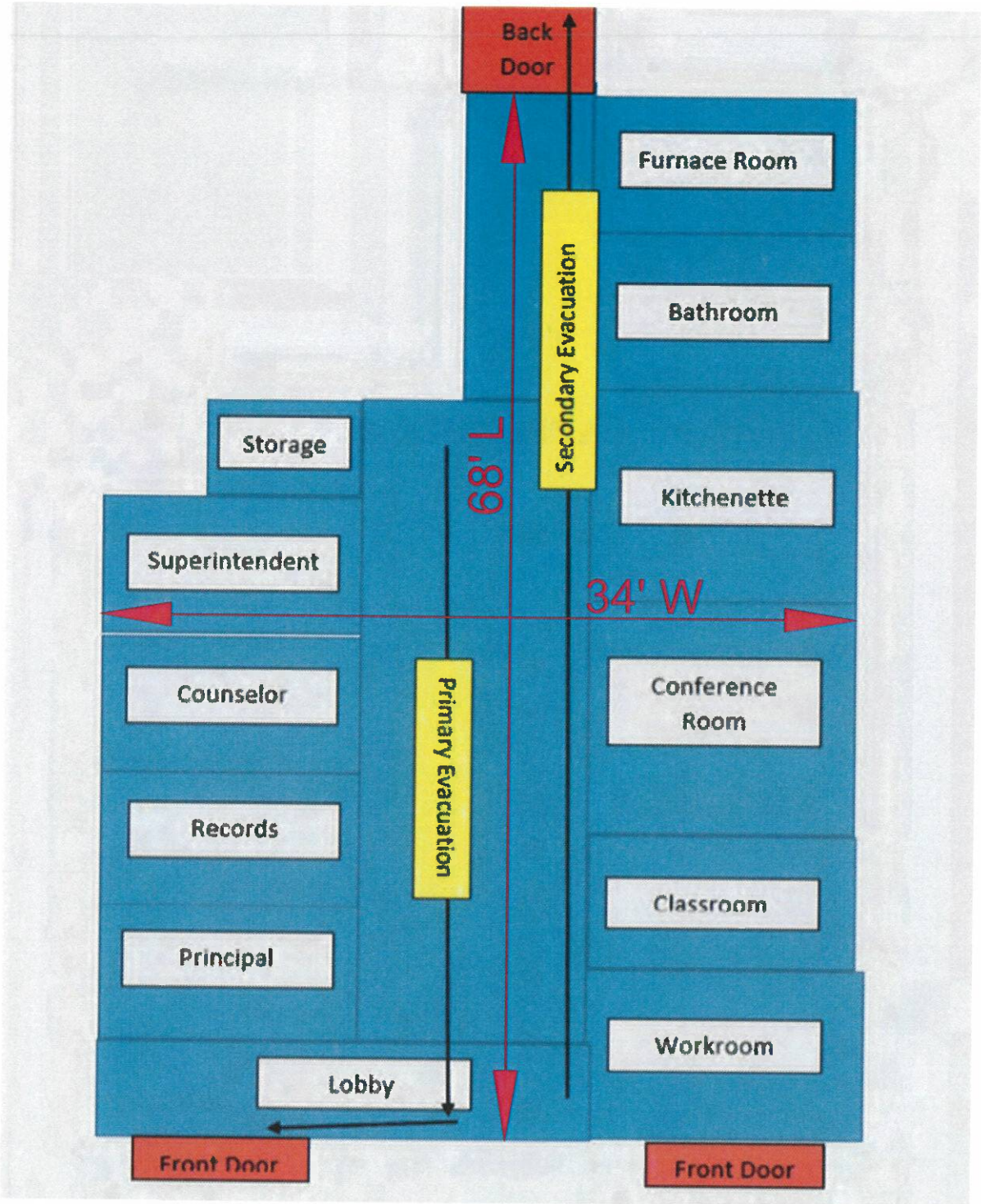
Site Location Map

Title: Michigan On-Line School	U.S.G.S. Multi-Scale Series Topographic Map
Address: 209 S. State St. Gobles, MI 49055	GeoWebFace - 2013
City / Town / Village of: Gobles	Section 30
Township: Pine Grove	Township 01 South
County: Van Buren	Range 13 West
Project Number: 51792	
Project Manager: BG	
Drawing: 51792-1	
Date: 6-10-2022	

Figure #1

MICHIGAN CONSULTING & ENVIRONMENTAL

BRIGHTON 810-225-6270 MOUNT PLEASANT 989-772-2441 TRAVERSE CITY 231-922-7400



Note:

Adapted from floor plan provided to MCE on 5/12/2022. Measurements are approximate only.

E
N S
W

Location:
Michigan On-Line School
209 S. State St.
Gobles, MI 49055

Site Map

Figure #2

Not to Scale

Drawing Date: 6-10-2022
Project Number: 51792
Project Manager: BG
CAD File: 51792-2
Drawn by: DMN

MICHIGAN CONSULTING & ENVIRONMENTAL

BRIGHTON 810-225-6270 MOUNT PLEASANT 989-772-2441 TRAVERSE CITY 231-922-7400

APPENDIX A

SanAir Technologies Laboratory

The Identification Specialists

Analysis Report prepared for Michigan Consulting and Environmental

Report Date: 6/2/2022

Project Name: Michigan On-Line School / Gobles, MI

Project #: 51792

SanAir ID#: 22025376

NVLAP TESTING

NVLAP LAB CODE 200870-0

10501 Trade Court | North Chesterfield, Virginia 23236
888.895.1177 | 804.897.1177 | fax: 804.897.0070 | IAQ@SanAir.com | SanAir.com

SanAir Technologies Laboratory

SanAir ID Number
22025376
FINAL REPORT
6/2/2022 4:14:27 PM

Name: Michigan Consulting and Environmental
Address: 1669 South Isabella Road
Mt. Pleasant, MI 48858
Phone: 810-923-0447

Project Number: 51792
P.O. Number:
Project Name: Michigan On-Line School / Gobles, MI
Collected Date: 5/23/2022
Received Date: 5/24/2022 10:20:00 AM

Dear Bobby Glasser,

We at SanAir would like to thank you for the work you recently submitted. The 35 sample(s) were received on Tuesday, May 24, 2022 via UPS. The final report(s) is enclosed for the following sample(s): HA-01-001, HA-01-002, HA-02-001, HA-02-002, HA-02-003, HA-03-001, HA-03-002, HA-04-001, HA-04-002, HA-05-001, HA-05-002, HA-06-001, HA-06-002, HA-07-001, HA-07-002, HA-08-001, HA-08-002, HA-09-001, HA-09-002, HA-10-001, HA-10-002, HA-11-001, HA-11-002, HA-12-001, HA-12-002, HA-13-001, HA-14-001, HA-14-002, HA-15-001, HA-15-002, HA-16-001, HA-16-002, HA-17-001, HA-17-002, HA-12-003.

These results only pertain to this job and should not be used in the interpretation of any other job. This report is only complete in its entirety. Refer to the listing below of the pages included in a complete final report.

Sincerely,

Sandra Sobrino

Sandra Sobrino
Asbestos & Materials Laboratory Manager
SanAir Technologies Laboratory

Final Report Includes:
- Cover Letter
- Analysis Pages
- Disclaimers and Additional Information

Sample conditions:
- 35 samples in Good condition.

SanAir Technologies Laboratory

SanAir ID Number
22025376
FINAL REPORT
6/2/2022 4:14:27 PM

Name: Michigan Consulting and Environmental
Address: 1669 South Isabella Road
Mt. Pleasant, MI 48858
Phone: 810-923-0447

Project Number: 51792
P.O. Number:
Project Name: Michigan On-Line School / Gobles, MI
Collected Date: 5/23/2022
Received Date: 5/24/2022 10:20:00 AM

Analyst: Drakes, Renaldo

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	Components % Fibrous	% Non-fibrous	Asbestos Fibers
HA-01-001 / 22025376-001 Carpet Mastic / Storage Room	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
HA-01-002 / 22025376-002 Carpet Mastic / Principal Room	Yellow Non-Fibrous Homogeneous		100% Other	None Detected
HA-02-001 / 22025376-003 Skim Coat Over Concrete Block / Furnace Room	Yellow Non-Fibrous Homogeneous		100% Other	< 1% Chrysotile
HA-02-002 / 22025376-004 Skim Coat Over Concrete Block / Furnace Room	Yellow Non-Fibrous Homogeneous		100% Other	< 1% Chrysotile
HA-02-003 / 22025376-005 Skim Coat Over Concrete Block / Furnace Room	Yellow Non-Fibrous Homogeneous		100% Other	< 1% Chrysotile
HA-03-001 / 22025376-006 Concrete Cinder Block / Furnace Room	Gray Fibrous Homogeneous		100% Other	None Detected
HA-03-002 / 22025376-007 Concrete Cinder Block / Furnace Room	Gray Fibrous Homogeneous		100% Other	None Detected
HA-04-001 / 22025376-008 Cinder Block Mortar / Furnace Room	White Non-Fibrous Homogeneous		100% Other	None Detected
HA-04-002 / 22025376-009 Cinder Block Mortar / Furnace Room	White Non-Fibrous Homogeneous		100% Other	None Detected
HA-05-001 / 22025376-010 Brick (Chimney) / Furnace Room	Gray Fibrous Homogeneous		100% Other	None Detected

Analyst: Renaldo A. Drakes
Analysis Date: 6/2/2022

Approved Signatory: Johnathan Wilson
Date: 6/2/2022

SanAir Technologies Laboratory

SanAir ID Number
22025376
FINAL REPORT
6/2/2022 4:14:27 PM

Name: Michigan Consulting and Environmental
Address: 1669 South Isabella Road
Mt. Pleasant, MI 48858
Phone: 810-923-0447

Project Number: 51792
P.O. Number:
Project Name: Michigan On-Line School / Gobles, MI
Collected Date: 5/23/2022
Received Date: 5/24/2022 10:20:00 AM

Analyst: Drakes, Renaldo

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	Components % Fibrous	% Non-fibrous	Asbestos Fibers
HA-05-002 / 22025376-011 Brick (Chimney) / Furnace Room	Gray Non-Fibrous Homogeneous		100% Other	None Detected
HA-06-001 / 22025376-012 Brick Chimney Mortar / Furnace Room	Gray Non-Fibrous Homogeneous		100% Other	None Detected
HA-06-002 / 22025376-013 Brick Chimney Mortar / Furnace Room	Gray Non-Fibrous Homogeneous		100% Other	None Detected
HA-07-001 / 22025376-014 Concrete Floor / Furnace Room	Gray Non-Fibrous Homogeneous		100% Other	None Detected
HA-07-002 / 22025376-015 Concrete Floor / Furnace Room	Gray Non-Fibrous Homogeneous		100% Other	None Detected
HA-08-001 / 22025376-016 Insulation Batting / Furnace Room	Yellow Fibrous Homogeneous	90% Min. Wool	10% Other	None Detected
HA-08-002 / 22025376-017 Insulation Batting / Furnace Room	Yellow Fibrous Homogeneous	90% Min. Wool	10% Other	None Detected
HA-09-001 / 22025376-018 Acoustic Ceiling Tile 2x2 / W. Hallway	White Fibrous Homogeneous	45% Cellulose 35% Glass	20% Other	None Detected
HA-09-002 / 22025376-019 Acoustic Ceiling Tile 2x2 / E. Hallway	White Fibrous Homogeneous	45% Cellulose 35% Glass	20% Other	None Detected
HA-10-001 / 22025376-020 Brick / Above Hallway Ceiling	Gray Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: Renaldo A. Drakes
Analysis Date: 6/2/2022

Approved Signatory: Johnathan Wilson
Date: 6/2/2022

SanAir Technologies Laboratory

SanAir ID Number
22025376
FINAL REPORT
6/2/2022 4:14:27 PM

Name: Michigan Consulting and Environmental
Address: 1669 South Isabella Road
Mt. Pleasant, MI 48858
Phone: 810-923-0447

Project Number: 51792
P.O. Number:
Project Name: Michigan On-Line School / Gobles, MI
Collected Date: 5/23/2022
Received Date: 5/24/2022 10:20:00 AM

Analyst: Drakes, Renaldo

Asbestos Bulk PLM EPA 600/R-93/116

SanAir ID / Description	Stereoscopic Appearance	Components % Fibrous	% Non-fibrous	Asbestos Fibers
HA-10-002 / 22025376-021 Brick / Above Hallway Ceiling	Gray Non-Fibrous Homogeneous		100% Other	None Detected
HA-11-001 / 22025376-022 Brick Mortar / Above Hallway Ceiling	Gray Non-Fibrous Homogeneous		100% Other	None Detected
HA-11-002 / 22025376-023 Brick Mortar / Above Hallway Ceiling	Gray Non-Fibrous Homogeneous		100% Other	None Detected
HA-12-001 / 22025376-024 Skim Coat / Above Hallway Ceiling	Gray Non-Fibrous Homogeneous		100% Other	None Detected
HA-12-002 / 22025376-025 Skim Coat / Above Hallway Ceiling	Gray Non-Fibrous Homogeneous		100% Other	None Detected
HA-13-001 / 22025376-026 Roofing Membrane / Roof Above Back Door	Black Non-Fibrous Homogeneous		100% Other	None Detected
HA-14-001 / 22025376-027 (Old) Caulk / Front Window	Gray Non-Fibrous Homogeneous		100% Other	None Detected
HA-14-002 / 22025376-028 (Old) Caulk / Front Door	Gray Non-Fibrous Homogeneous		100% Other	None Detected
HA-15-001 / 22025376-029 Caulk / Front Window	Gray Non-Fibrous Homogeneous		100% Other	None Detected
HA-15-002 / 22025376-030 Caulk / Front Window	Gray Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: Renaldo A. Drakes
Analysis Date: 6/2/2022

Approved Signatory: Johnathan Wilson
Date: 6/2/2022

SanAir Technologies Laboratory

SanAir ID Number
22025376
FINAL REPORT
6/2/2022 4:14:27 PM

Name: Michigan Consulting and Environmental
Address: 1669 South Isabella Road
Mt. Pleasant, MI 48858
Phone: 810-923-0447

Project Number: 51792
P.O. Number:
Project Name: Michigan On-Line School / Gobles, MI
Collected Date: 5/23/2022
Received Date: 5/24/2022 10:20:00 AM

Analyst: Drakes, Renaldo

Asbestos Bulk PLM EPA 600/R-93/116

	Stereoscopic	Components		
SanAir ID / Description	Appearance	% Fibrous	% Non-fibrous	Asbestos Fibers
HA-16-001 / 22025376-031 Front Exterior Brick / Front Exterior	Red Non-Fibrous Homogeneous		100% Other	None Detected
HA-16-002 / 22025376-032 Front Exterior Brick / Front Exterior	Red Non-Fibrous Homogeneous		100% Other	None Detected
HA-17-001 / 22025376-033 Front Brick Mortar / Front Exterior	Gray Non-Fibrous Homogeneous		100% Other	None Detected
HA-17-002 / 22025376-034 Front Brick Mortar / Front Exterior	Gray Non-Fibrous Homogeneous		100% Other	None Detected
HA-12-003 / 22025376-035 Skim Coat / Above Hallway Ceiling	Gray Non-Fibrous Homogeneous		100% Other	None Detected

Analyst: Renaldo A. Drakes
Analysis Date: 6/2/2022

Approved Signatory: Johnathan Wilson
Date: 6/2/2022

Disclaimer

This report is the sole property of the client named on the SanAir Technologies Laboratory chain-of-custody (COC). Results in the report are confidential information intended only for the use by the customer listed on the COC. Neither results nor reports will be discussed with or released to any third party without our client's written permission. The final report shall not be reproduced except in full without written approval of the laboratory to assure that parts of the report are not taken out of context. The information provided in this report applies only to the samples submitted and is relevant only for the date, time, and location of sampling. The accuracy of the results is dependent upon the client's sampling procedure and information provided to the laboratory by the client. SanAir assumes no responsibility for the sampling procedure and will provide evaluation reports based solely on the sample(s) in the condition in which they arrived at the laboratory and information provided by the client on the COC, such as: project number, project name, collection dates, po number, special instructions, samples collected by, sample numbers, sample identifications, sample type, selected analysis type, flow rate, total volume or area, and start stop times that may affect the validity of the results in this report. Samples were received in good condition unless otherwise noted on the report. SanAir assumes no responsibility or liability for the manner in which the results are used or interpreted. This report does not constitute and shall not be used to claim product certification, approval, or endorsement by NVLAP, NIST, or any other U.S. governmental agencies and may not be certified by every local, state, and federal regulatory agencies.

Samples are held for a period of 60 days. Fibers smaller than 5 microns cannot be seen with this method due to scope limitations.

For NY state samples, method EPA 600/M4-82-020 is performed.

NYELAP Disclaimer:
Polarized- light microscopy is not consistently reliable in detecting asbestos in floor covering and similar non-friable organically bound materials. Quantitative transmission electron microscopy is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos containing.

Asbestos Certifications
NVLAP lab code 200870-0
City of Philadelphia: ALL-460
PA Department of Environmental Protection Number: 68-05397
California License Number: 2915
Colorado License Number: AL-23143
Connecticut License Number: PH-0105
Massachusetts License Number: AA000222
Maine License Number: LB-0075, LA-0084
New York ELAP lab ID: 11983
Rhode Island License Number: PCM00126, PLM00126, TEM00126
Texas Department of State Health Services License Number: 300440
Commonwealth of Virginia 3333000323
Washington State License Number: C989
West Virginia License Number: LT000616
Vermont License: AL166318
Louisiana Department of Environmental Quality: 212253, Cert 05088

Revision Date: 8/14/2020

SanAir Technologies Laboratory

1551 Oakbridge Dr. STE B
Powhatan, VA 23139
804.897.1177 / 888.895.1177
Fax 804.897.0070
sanair.com

Asbestos Chain of Custody

Form 140, Rev 3, 8/28/19

SanAir ID Number: 22025376

Company: MI Consulting & Environmental	Project #: 51792	Collected by: Bobby Glasser
Address: 1669 S. Isabella Rd	Project Name: Michigan On-Line School / Gobles, MI	Phone #: 269-547-5295
City, St., Zip: Mt. Pleasant, MI 48858	Date Collected: May 23, 2022	Fax #:
State of Collection: MI Account#:	P.O. Number:	Email: bglasser@michenv.com

Bulk

ABB	PLM EPA 600/R-93/116	✓
	Positive Stop	☐
ABEPA	PLM EPA 400 Point Count	☐
ABB1K	PLM EPA 1000 Point Count	☐
ABBEN	PLM EPA NOB**	☐
ABBCH	TEM Chatfield**	☐
ABBTM	TEM EPA NOB**	☐
ABQ	PLM Qualitative	☐

** Available on 24-hr. to 5-day TAT

Water

ABHE	EPA 100.2	☐

Air

ABA	PCM NIOSH 7400	☐
ABA-2	OSHA w/ TWA*	☐
ABTEM	TEM AHERA	☐
ABATN	TEM NIOSH 7402	☐
ABT2	TEM Level II	☐
Other:		☐

New York ELAP

ABEPA2	NY ELAP 198.1	☐
ABENY	NY ELAP 198.6 PLM NOB	☐
ABBNY	NY ELAP 198.4 TEM NOB	☐

Soil

ABSE	PLM EPA 600/R-93/116 (Qual.)	☐

Vermiculite & Soil

ABSP	PLM CARB 435 (LOD <1%)	☐
ABSP1	PLM CARB 435 (LOD 0.25%)	☐
ABSP2	PLM CARB 435 (LOD 0.1%)	☐

Dust

ABWA	TEM Wipe ASTM D-6480	☐
ABDMV	TEM Microvac ASTM D-5755	☐

Matrix	Other	
		☐

Turn Around Times				
	3 HR (4 HR TEM) ☐	6 HR (8HR TEM) ☐	12 HR ☐	1 Day ☐
	☐ 2 Days	☐ 3 Days	☐ 4 Days	■ 5 Days

Special Instructions

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start – Stop Time*	
HA-01-001	Carpet Mastic / Storage Room	1,800 SF	05.23.22			
HA-01-002	Carpet Mastic / Principal Room	1,800 SF	05.23.22			
HA-02-001	Skim Coat over Concrete Block / Furnace Room	180 SF	05.23.22			
HA-02-002	Skim Coat over Concrete Block / Furnace Room	180 SF	05.23.22			
HA-02-003	Skim Coat over Concrete Block / Furnace Room	180 SF	05.23.22			
HA-03-001	Concrete Cinder Block / Furnace Room	180 SF	05.23.22			
HA-03-002	Concrete Cinder Block / Furnace Room	180 SF	05.23.22			
HA-04-001	Cinder Block Mortar / Furnace Room	180SF	05.23.22			
HA-04-002	Cinder Block Mortar / Furnace Room	180 SF	05.23.22			
HA-05-001	Brick (Chimney) / Furnace Room	50 SF	05.23.22			
HA-05-002	Brick (Chimney) / Furnace Room	50 SF	05.23.22			
HA-06-001	Brick Chimney Mortar / Furnace Room	50 SF	05.23.22			

Relinquished by	Date	Time	Received by	Date	Time
Bobby Glasser (to UPS)	05.23.2022	16:30	EDR	5/24/22	10:20 a.m.

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of $150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

22025376 Form 140, Revision 1, 1/20/2017

Sample #	Sample Identification/Location	Volume or Area	Sample Date	Flow Rate*	Start – Stop Time*	
HA-06-002	Brick Chimney Mortar / Furnace Room	50 SF	05.23.22			
HA-07-001	Concrete Floor / Furnace Room	100 SF	05.23.22			
HA-07-002	Concrete Floor / Furnace Room	100 SF	05.23.22			
HA-08-001	Insulation Batting / Furnace Room	3,200 SF	05.23.22			
HA-08-002	Insulation Batting / Furnace Room	3,200 SF	05.23.22			
HA-09-001	Acoustic Ceiling Tile 2x2 / W. Hallway	1,800 SF	05.23.22			
HA-09-002	Acoustic Ceiling Tile 2x2 / E. Hallway	1,800 SF	05.23.22			
HA-10-001	Gray Brick / Above Hallway Ceiling	180 SF	05.23.22			
HA-10-002	Gray Brick / Above Hallway Ceiling	180 SF	05.23.22			
HA-11-001	Gray Brick Mortar / Above Hallway Ceiling	180 SF	05.23.22			
HA-11-002	Gray Brick Mortar / Above Hallway Ceiling	180 SF	05.23.22			
HA-12-001	Gray Skim Coat / Above Hallway Ceiling	180 SF	05.23.22			
HA-12-002	Gray Skim Coat / Above Hallway Ceiling	180 SF	05.23.22			
HA-13-001	Roofing Membrane / Roof Above Back Door	1,800 SF	05.23.22			
HA-14-001	Gray (Old) Caulk / Front Window	50 LF	05.23.22			
HA-14-002	Gray (Old) Caulk / Front Door	50 LF	05.23.22			
HA-15-001	White Caulk / Front Window	30 LF	05.23.22			
HA-15-002	White Caulk / Front Window	30 LF	05.23.22			
HA-16-001	Front Exterior Brick (Red) / Front Exterior	300 SF	05.23.22			
HA-16-002	Front Exterior Brick (Red) / Front Exterior	300 SF	05.23.22			
HA-17-001	Front Brick Mortar / Front Exterior	300 SF	05.23.22			
HA-17-002	Front Brick Mortar / Front Exterior	300 SF	05.23.22			

Special Instructions	

Relinquished by	Date	Time	Received by	Date	Time
Bobby Glasser (to UPS)	08.23.2022	16:30	EDR	5/24/22	10:20 a.m.

If no technician is provided, then the primary contact for your account will be selected. Unless scheduled, the turnaround time for all samples received after 3 pm EST will be logged in the next business day. Weekend or holiday work must be scheduled ahead of time and is charged at 150% of the 3hr TAT or a minimum charge of $150. A courier charge will be applied for same day and one-day turnaround times for offsite work. SanAir covers Standard Overnight FedEx shipping. Shipments billed to SanAir with a faster shipping rate will result in additional charges.

Page 2 of 2

LEASE

THIS LEASE is made and executed this July 1, 2022 (Lease Date) between J. Gilbert Landscapes LLC of 30322 23rd Ave., Gobles MI 49055 as "Landlord", and Michigan Online School of 209 S. State St. Gobles, MI 49055 as "Tenant".

1. Leased Premises. Landlord is the owner of the real property located at 209 & 211 S. State St. Gobles in the City of Gobles, Van Buren County, Michigan (the "Property") on which a building (the "Building") and other related improvements (the "Improvements") are located. Landlord LETS AND LEASES to Tenant, and Tenant HIRES AND LEASES from Landlord, that portion of the Building being the entire bottom floor, containing approximately 1860 square feet of rentable floor area (the "Leased Premises"), at the rate and under the terms and conditions set forth in this Lease.

2. Purpose of Occupancy. Tenant shall occupy and use the Leased Premises for Michigan Virtual School and for any related purpose, but for no other purpose without the written consent of Landlord, which consent shall not be unreasonably withheld. The Leased Premises shall not be used for any purpose which would: a) violate any law, ordinance, rule or regulation applicable to the Building; b) in any way to create any nuisance or trespass; or c) in any way to violate the terms of any policy of insurance provided by Landlord under this Lease or increase the rate of insurance under any such policy of insurance.

3. Term of Lease-Renewal Term. The term of this Lease shall commence on July 1, 2022 (the "Commencement Date") and shall continue for five (5) years thereafter unless sooner terminated as provided in this Lease. Possession date shall be July 1, 2022. However, if Tenant's charter contract is revoked or terminated during this term, this Lease shall terminate without penalty upon the effective date of the charter contract revocation. Tenant shall inform Landlord as soon as practicable if Tenant receives a notice of intent to revoke the charter contract. In the event Tenant desires to renew the terms of this Lease, Tenant shall provide Landlord written notice on or before January 1, 2027. The extended term shall be upon the same terms, covenants and conditions as contained herein, except that rent payments will be negotiated by the parties at the time of renewal.

4. Rent. Tenant covenants and agrees to pay Landlord as rent with utilities for the Leased Premises during the term of this Lease:

(a) Rent with Utilities. As Rent, Tenant shall pay an amount equal to Thirty-One Thousand, Eight Hundred Dollars ($31,800.00) annually (approx. $17.10/ft^2 per rentable floor area included in the Leased Premises), payable in equal monthly installments of Two Thousand Six Hundred Fifty Dollars ($2,6500.00). Rent shall be paid in advance on the first day of each month during the term and any renewal term of this Lease; provided, however, that Rent for the first full month of the term of this Lease shall be paid upon the execution of this Lease. For clarification the $2,400.00 per month payment includes rent and all utilities, except trash, phone, security system services, and Internet services.

(b) Payment. The monthly installments of rent and all other sums payable under this Lease by Tenant shall be paid to Landlord at Landlord's address set forth above, or at such other address as Landlord may be directed by written notice, without setoff, counterclaim, recoupment, abatement, suspension or deduction.

5. Taxes and Special Assessments. Landlord shall pay and discharge all real property taxes and special assessments which may be levied against all or any portion of the Property, Building and Improvements during the term of this Lease. Tenant shall pay and discharge all personal property taxes which may be levied against its furniture, equipment, and other personal property located on the Leased Premises.

6. Insurance and Indemnity. Landlord shall keep the Property, Building and Improvements insured against the following:

(a) Loss or damage by fire and those risks covered by "extended coverage" as provided in a Michigan standard fire insurance policy in the amount of the full replacement cost of the Building and Improvements.

(b) Public liability and property damage insurance with coverage of at least Two Million Dollars ($2,000,000.00) on a combined single limit basis.

All such policies of insurance shall be payable to Landlord or as Landlord specifies. To the extent permitted by law, Tenant shall indemnify Landlord against and save Landlord harmless from any liability or claim for damages which may be asserted against Landlord by reason of any accident or casualty occurring in, or about the Leased Premises or otherwise arising from Tenant's use and occupy of the Leased Premises except such as arise from the negligence (or willful or reckless conduct) of Landlord, its agents or employees. Notwithstanding the foregoing, so long as Tenant complies with the insurance obligations under this Section, Tenant's obligation to indemnify Landlord in this Section is limited to the amount of insurance proceeds received by Tenant, if any.

Tenant, at its expense, shall keep all of its furnishings, equipment and other personal property located on the Leased Premises fully insured against loss or damage by fire and those risks covered by "extended coverage" as provided in a Michigan standard fire insurance policy. Such policy of insurance shall be payable to Tenant or as Tenant specifies. Tenant hereby releases Landlord from any and all liability for any damage to or loss of such personal property from any cause whatsoever except such as arise from the negligence (or willful or reckless conduct) of landlord, its agents or employees.

Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of an amount as recommended by Landlord's insurance agent that, for the initial coverage, shall be not less than $1 million for injury or death to any one person and $1 million regarding damage to property. Tenant shall furnish Landlord with certificates or other evidence acceptable to Landlord indicating that the insurance is in effect and providing that Landlord shall be notified in writing at least 30 days before cancellation of any material change in or renewal of the policy. All insurance policies shall name Landlord and any persons designated by Landlord as insured parties.

7. Reserved.

8. Utilities. Except for those utilities included in Rent as provided in Paragraph 4(a), Tenant shall pay all charges for utility services provided to the Leased Premises which are separately billed or metered including sub metered electric, phone, internet, in-suite cleaning services and in-

suite security system. Tenant is responsible for hiring their own in-suite janitorial service and security service. Landlord shall pay all charges for all other utility services necessary for the reasonable use and operation of the Leased Premises and the Building and Improvements limited to water and sewer and common area electricity. Landlord shall not be liable in damages or otherwise for any interruptions or failure in the supply of any utilities or utility service to the Leased Premises, except such failure or interruption which results from the negligence of Landlord, its agents or employees.

9. Maintenance and Condition of Leased Premises.

9.1 Tenant, at its expense, shall keep the interior of the Leased Premises in good maintenance, condition, and repair, reasonable wear and tear excepted, excluding those repairs necessitated by the acts or neglect of Landlord its agents, employees or invitees, which shall be the Landlord's responsibility. Tenant shall supply, at its own expense, all fixture replacement and repair of the telephone system.

9.2 Tenant shall at is expense keep the Leased Premises in a neat and clean condition, shall not allow refuse to accumulate, and shall conduct its business in such a manner that the risk of fire to the Leased Premises shall not be increased beyond the hazard normal and usual for its type of business.

9.3 All other necessary maintenance, repairs, and replacement of the Property, Building, and Improvements shall be performed by Landlord. Landlord, at Landlord's sole cost and expense, shall be 100% responsible for repair of any and all structural and/or latent defects in the Building over the term of the Lease including Extension Periods exercised. This shall specifically include any capital improvements or replacements of pipes, plumbing, HVAC, and electrical systems. Tenant shall promptly notify Landlord in writing of any defective condition known to it which Landlord is required to repair or replace.

9.4 Base rent includes typical preventative maintenance and repairs to plumbing, electrical, windows, doors and building exterior.

9.5 Landlord, at its expense, shall be responsible for snow removal and upkeep of all sidewalks and parking lots.

10. Tenant Improvements and Alterations:

10.1 Tenant Improvements. Tenant hereby acknowledges that it has examined the Leased Premises and agrees to accept them in their "as is" condition. No improvement or alteration of the Leased Premises except decorating shall be made without the prior written consent of the Landlord which consent Landlord shall not unreasonably withhold. Tenant will not commit or permit any nuisance or act which may disturb the quiet enjoyment of any tenant in the Building.

10.2 Alterations and Improvements.. Any change orders, upgrades or additional improvements will be paid for in full by Tenant at the time of any such change. Tenant shall not make or permit to be made any alterations, additions or improvements in, upon or to the Leased Premises, or any part of the Leased Premises, without the prior written consent of Landlord which shall not be unreasonably withheld. In the event such consent is obtained, all such alterations, additions or improvements shall be performed at the expense of Tenant in a good, workmanlike manner, free from faults and defects, and in accordance with all applicable laws and building codes

and plans and specifications approved by Landlord, which approval shall not be unreasonably withheld. Tenant shall not allow any construction liens to attach to the Leased Premises or the Property, Building or Improvements in connection with any such alteration, and the failure of Tenant to have any such lien released within ten (10) days after written notice form Landlord shall constitute a default under this Lease. In addition, Tenant shall indemnify, defend and hold Landlord harmless from any and all costs and expenses incurred by Landlord in connection with such construction liens, including, without limitation, attorney's fees and costs of litigation. Notwithstanding the foregoing, Tenant's obligation to indemnify Landlord is limited to the amount of insurance proceeds received by Tenant, if any.

All alterations, additions or improvements (except equipment and trade fixtures) so made and installed by Tenant shall become part of the realty, shall become the property of Landlord and shall remain for the benefit of Landlord at the end of the term or other expiration of this Lease in as good condition as they were when installed, reasonable wear and tear excepted; provided, however, that any such alteration, addition or improvement remaining at the end of the term or other expiration of this Lease, shall upon demand made by Landlord, be removed by Tenant, at Tenant's expense; . For a period of fifteen (15) days after the lease term expires, Tenant may remove its equipment and trade fixtures. Tenant shall repair any damage caused by such removal, restoring the Leased Premises to their condition prior to installing the equipment and trade fixtures or making of such alteration addition or improvement, normal wear and tear excepted.

11. Performance by Landlord. In the event Tenant fails to perform any of its covenants and agreements as set forth in this Lease and such failure continues for a period of ten (10) days after written notice from Landlord (except that no such notice shall be required in emergency situations), Landlord shall have the option to undertake such performance for Tenant, and the costs and expenses reasonably incurred by Landlord by reason of such undertaking shall be due and payable forthwith by Tenant to Landlord as additional rent under this Lease.

12. Compliance with Public Authority Requirements. Tenant agrees, at its own expense, to promptly comply with all requirements of any legally constituted public authority made necessary by reason of Tenant's occupancy of the Leased Premises.

Landlord to exclude from operating costs any cost associated with the compliance of the Americans with Disabilities Act of 1990 ("ADA") and Landlord is also required to indemnify Tenant against any cost associated with or resulting from any claims brought by a third party claiming the Building is not in compliance with ADA.

13. Hazardous Materials.

(a) Definitions. For purposes of this Lease, the terms "Hazardous Materials" and "Relevant Environmental Laws" shall be defined as follows:

(i). "Hazardous Materials" shall mean all solids, liquids and gasses, including but not limited to solid waste, asbestos, crude petroleum and petroleum fractions, toxic chemicals, polychlorinated biphenyls, paint containing lead, volatile organic chemicals, chlorinated organic compounds, and urea formaldehyde foam insulation, which are governed or regulated by Relevant Environmental Laws.

(ii). "Relevant Environmental Laws" shall include but not be limited to all federal, state or local laws, rules, regulations, orders or determinations established or issued

by any judicial, legislative or executive body, of any governmental or quasi-governmental entity which govern or regulate the existence, storage, use, disposal, or release of any solid, liquid or gas on, in or under the Leased Premises, or which govern or regulate the environmental effect of any activity currently or previously conducted on the Leased Premises.

(b) Tenant's Obligations – Indemnification. Tenant shall not, nor shall it permit its employees, business invitees, contractors or subcontractors (collectively "Tenant's Agents"), to bring upon, keep, store, use, or dispose of any hazardous Materials on, in, under, or about the Leased Premises, the Property, Building or Improvements or any adjacent property, except for the following: (i) gas, diesel fuel, oil, and other petroleum products and petroleum by-products which drip in normal amounts from motor vehicles on parking and maneuvering areas surrounding the Building; (ii) Hazardous Materials contained within Tenant's products, equipment, or inventory and which do not pose any significant threat of being released into the environment; or (iii) general office supplies (including, without limitation, ordinary cleaning chemicals and solutions) used for their intended purpose and not prosing any significant threat of contamination of the Leased Premises, the Building, the Improvements, the Property or any adjacent property. Tenant shall cause the presence, use, storage, and/or disposal of any Hazardous Materials on, in, under, or about the Leased Premises, the Property, Building or Improvements or any adjacent property by Tenant or Tenant's Agents to be in complete compliance with all Relevant Environmental Laws. To the extent permitted, Tenant shall defend, indemnify, protect, and hold Landlord Harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials in, on, under, or about the Leased Premises, the Property, Building or Improvements or any adjacent property caused by the acts, omissions, or negligence of Tenant and/or Tenant's Agents. Tenant's obligations hereunder shall survive the termination of this Lease. Notwithstanding the foregoing, Tenant's obligation to indemnify Landlord is limited to the amount of insurance proceeds received by Tenant, if any.

(c) Landlord's Obligations: Indemnification. Neither Landlord nor Landlord's employees, business invitees, agents, contractors, or subcontractors (collectively "Landlord's Agents") shall bring upon, keep, store, use, or dispose of any Hazardous Materials in, on, under, or about the Leased Premises, the Property, building or Improvements or any adjacent property except in complete compliance with all Relevant Environmental Laws.

(d) Landlord shall indemnify, defend, protect, and hold Tenant and Tenant's Agents harmless from and against any and all claims, costs, fines, judgments, and liabilities, including attorney fees and costs, arising out of or in connection with the presence of Hazardous Materials in, on, under, or about the Leased Premises, the Property, Building or Improvements or any adjacent property as of the Commencement Date or introduced in, on, under, or about the Leased Premises, the Property, Building or Improvements or any adjacent property subsequent to the Commencement Date due to the acts, omissions, or negligence of Landlord or Landlord's Agents. Landlord's obligations hereunder shall survive the termination of this Lease.

(e) Toxic Materials. Landlord shall have the express responsibility to advise Tenant of any toxic materials that are located in, or about the Premises, parking areas, storage area or other parts of the Improvements. It shall be the responsibility of the Landlord at its sole cost and expense to remove any toxic materials prior to the commencement of tenant improvement construction, and to indemnify and hold Tenant harmless from any future action that might occur as a result of presence of toxic material(s). Further, Landlord's costs for the removal of toxic material(s) in Tenant's Premises or in any other location in the Improvements shall be excluded from operating costs which would otherwise be passed through to Tenant.

14. Damage to Leased Premises. In the event the Building is damaged by fire, the elements, act of God, or other cause to such extent that the value of the Building is reduced by more than fifty percent (50%), and in the event Landlord elects not to rebuild the Leased Premises and Building as they existed prior to the damage, then Landlord, within seven (7) days of the date of the damage occurred, shall notify Tenant in writing of such election, and this Lease shall be canceled as of the date the damage occurred, and Landlord and Tenant shall have no further obligations by reason if its provisions.

In the event Landlord elects to rebuild the Leased Premises and Building as they existed prior to the damage or in some other manner satisfactory to Tenant, then Landlord shall commence such rebuilding within sixty (60) days of the date of such damage and shall continue and complete such rebuilding as promptly as possible. Upon completion of such rebuilding, this Lease shall be reinstated in all of its terms; provided, however, the rent shall abate during the period of such rebuilding prorated for the portion of the Leased Premises rendered untenantable and entirely if the entire Leased Premises is rendered untenantable, or more than 40% untenantable based on square footage.

In the event the Leased Premises are not damaged to such extent that they are rendered wholly untenantable by Tenant and the Lease is not terminated as provided above, then Tenant shall continue to occupy that portion of the Leased Premises which are tenantable, the rent shall abate proportionately to the portion occupied, and the Landlord shall promptly commence and complete repairs to the portion damaged. In no event and under no circumstances shall landlord be liable to Tenant for any loss occasioned by damage to the Leased Premises, other than for the abatement of rent as provided in this Paragraph 14. Under no circumstances shall there be any abatement of rent under this Paragraph 14 if the damage to the Leased Premises is caused by the acts or negligence of Tenant, its agents, employees or invitees.

15. Eminent Domain. In the event that the whole of the Leased Premises shall be taken or condemned for any pubic or quasi-public use or purpose by any competent authority in appropriation proceedings or by any right of eminent domain, then this Lease shall terminate as of the date title vests in the condemnor, all rents and other payments shall be paid up to that date, and Landlord and Tenant shall have no further obligations by reason of the provisions of this Lease.

In the event that less than the whole of the Leased Premises or any substantial portion of the Building or Property is so taken or condemned then either Party shall have the right to terminate this Lease upon written notice to other Party given at least thirty (30) days prior to the date title vests in the condemnor, and this Lease shall terminate as of the date title vests in the condemnor, all rents and other payments shall be paid up to date, and Landlord and Tenant shall have no further

obligations by reason of the provisions of this Lease. In the event that neither Party elects to so terminate this Lease, Landlord, to the extent of the condemnation award, shall repair and restore the portion not affected by the taking so as to constitute the remaining remises a complete architectural unit. Thereafter, the rent to be paid by Tenant shall be adjusted proportionately according to the ratio that the floor area remaining in the Leased Premises bears to the former floor area in the Leased Premises, and all of the other terms of this Lease shall remain in full force and effect, provided however, that if the square footage of the leased premises is reduced by at least 25%, tenant shall have the option to terminate this lease without further liability.

Tenant shall have no interest in any award resulting from any condemnation or eminent domain or similar proceedings whether such award be for diminution in value to the leasehold or to the fee of the Leased Premises, except that Tenant shall be entitled to claim, prove and receive in such proceedings such award as may be allowed it for loss of business, relocation, and for Tenant's trade fixtures and personal property which are removable by Tenant at the end of the term of this Lease, provided such award shall be in addition to the award for land, buildings and other improvements.

16. Parking and Common Areas. Tenant shall have the right to use the common entrances and hallways of the Building and the driveways, walkways and outside parking areas located adjacent to the Building (collectively "Common Areas") in common with other occupants of the Building. Landlord reserves the right in its absolute discretion to modify, change or alter any Common Area (including the temporary closing of any such area during maintenance and repairs) provided such change or alteration does not materially alter the amount of available parking paces or the accessibility of the Leased Premises.

17. Defaults of Tenant: The following occurrences shall be deemed defaults by Tenant:

(a) Tenant shall fail to pay when due any rent or other sum payable under this Lease and such failure continues for ten (10) days after written notice from Landlord.

(b) Tenant shall abandon or vacate the Leased Premises before the end of the term or before the end of any renewal term of this Lease; or tenant shall make a general assignment for the benefit of creditors or become bankrupt or insolvent, or file or have filed against it in any court a petition in bankruptcy or insolvency or for reorganization or for the appointment of a receiver or trustee.

(c) Tenant shall be in breach of any other obligation under this Lease, and such breach shall continue for thirty (30) days after written notice from Landlord.

18. Remedies of Landlord. In the event of a default by Tenant, Landlord shall have the following rights and remedies in addition to all other rights and remedies otherwise available to Landlord:

(a) Landlord shall be entitled to immediately accelerate upon written notice to Tenant the full balance of the rent payable for the remainder of the term, or renewal term, of this Lease; provided, however, such amount shall be reduced to present value as of the date of payment and reduced to the extent Landlord mitigates its damages in accordance with Michigan law.

(b) Landlord shall have the right to terminate this Lease upon written notice to Tenant without prejudice to any claim for rents or other sums due or to become due under this Lease.

(c) Landlord shall have full legal rights to repossess the space in accordance with Michigan law. Landlord may either terminate this Lease or, from time to time, without terminating this Lease, relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord, in the exercise of its sole discretion, deems advisable, with the right to make alterations and repairs to the Leased Premises. Landlord shall have the legal duty to make reasonable efforts to relet the leased premises.

Upon each such reletting, (i) Tenant shall be immediately liable to pay to Landlord, in addition to any indebtedness other than rent due hereunder, the cost and expense of such reletting and of any such alterations and repairs incurred by Landlord, and the amount, if any, by which the rent reserved in this Lease for the period of the reletting as accelerated under Subparagraph (a) of this Paragraph, exceeds the amount agreed to be paid for rent for the Leased Premises by the reletting Tenant; or (ii) at the option of Landlord, rents received by Landlord from such reletting shall be applied first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting and of such alterations and repairs; third, to the payment of rent underpaid hereunder; and the residue, if any, held by Landlord and applied in payment of future unaccelerated rent as the same may become due and payable hereunder.

(d) Landlord may immediately sue to recover from Tenant all damages Landlord may incur by reason of Tenant's default, including the cost of recovering the Leased Premises, and including the rent reserved and charged in this Lease for the remainder of the stated term as accelerated under Subparagraph (a) of this paragraph, all of which shall be immediately due and payable along with attorneys' fees.

19. Late Charge and Interest for Past Due Payments. All installments of rent and other amounts payable to Landlord under this Lease if not paid within ten (10) days after they become due shall be subject to a late charge equal to Fifty Dollars ($50.00). In addition, any payment of rent or other amount due from Tenant to Landlord which is not made when due under this Lease shall bear interest from the date of nonpayment to the date of payment at a rate equal to the lesser of seven percent (7%) per annum or the maximum rate permitted by law.

20. Legal Expenses. The prevailing party in any suit brought to enforce the terms of this Agreement shall be entitled to all of their legal expenses, including, without limitation, their reasonable attorneys' fees.

21. Right of Access. Tenant agrees to permit Landlord, and Landlord's agents, to inspect or examine the Leased Premises at any reasonable time in a reasonable manner, for any emergency reason and to permit Landlord to make such repairs, decorations, alterations, improvements or additions in the Leased Premises or to the Building, as Landlord may deem desirable or necessary or which Tenant has covenanted in this Lease to do but has failed to do, without the same being

construed as an eviction of Tenant, in whole or in part, by reason of loss or interruption of the business of Tenant because of the prosecution of such work, and the rent due under this Lease shall in no way abate while such decorations, repairs, alterations, improvements or additions are being made. Tenant shall have the right to accompany landlord on any such inspections and examinations, which shall be scheduled to suit the reasonable convenience of both parties.

Landlord shall have the right to enter upon the Leased Premises at any reasonable time during the term, or any renewal term, of this Lease for the purpose of exhibiting the Leased Premises to prospective tenants or purchasers, provided reasonable advance notice is given to Tenant, and provided such exhibitions are scheduled to suit the reasonable convenience of both parties. For a period commencing six (6) months prior to the termination of this Lease and any renewals, Landlord may also place signs in, or upon the Leased Premises to indicate that the same are for rent, which signs shall not be altered, removed, obliterated or hidden by Tenant. Signs indicating the Building is for sale may be placed on the Building or Property at any time.

22. Surrender of Leased Premises. Tenant covenants and agrees to surrender possession of the Leased Premises to Landlord upon the expiration of the term of this Lease or any renewals or extensions of this Lease, or upon earlier termination of this Lease, in as good condition and repair as the same shall be at the commencement of the term of this Lease, or as the same may have been put by Landlord or Tenant during the continuance of this Lease and any renewals, or extensions, ordinary wear and tear excepted. In addition, Tenant shall remove all its property from the Leased Premises and shall repair any damage to the Leased Premises caused by such removal.

Any personal property of Tenant or of anyone claiming under Tenant which shall remain on the Leased Premises after fifteen (15) days from the expiration or termination of this Lease shall be deemed to have been abandoned by Tenant, and either may be removed by Landlord as its property or may be disposed of in such manner as Landlord may see fit, and Landlord shall not be in any way responsible for such property.

23. Holding Over. In the event Tenant shall continue to occupy all or any part of the Leased Premises after the expiration of the term, or any renewal term of this Lease with the consent of the Landlord, such holding over shall be deemed to constitute a tenancy from month to month; upon the same terms and conditions as are contained in this Lease, except as to term; provided, however, if such holding over is without Landlord's written consent, Tenant shall pay to Landlord as rent for each month, or part of a month, that Tenant remains in possession of the Leased Premises, one and one-quarter times the monthly rental rate in effect immediately prior to the date of termination without any additional charges or damages, and Landlord shall have the right to require Tenant to surrender possession of the Premises to Landlord immediately and without notice.

24. Assignment and Sublease. Tenant shall not assign this Lease, or sublease all or any part of the Leased Premises or any of Tenant's rights under this Lease without the prior written consent of Landlord. The Landlord's consent to any one assignment or sublease shall not constitute consent to any other assignment or sublease. In addition, no consent to any assignment or sublease Landlord nor any course or dealing between any assignee or subtenant and Landlord (whether or not such assignment or sublease is permitted under this Paragraph) shall in any way release or relieve Tenant from any of its obligations under this Lease unless such release is expressly granted by Landlord in writing.

Notwithstanding the above, Tenant shall have the right to assign all or part of the Premises with the Landlord's consent, which shall not be unreasonably withheld, to any and all affiliates, subsidiaries, or any entity in which Tenant has a controlling interest.

Additionally, Tenant to have the right to assign all or a portion of said space during the term of the lease to qualified Tenant(s) subject to Landlord's approval, which shall not unreasonably be withheld or delayed. No response within ten (10) business days shall be deemed as Landlord's approval.

25. Subordination and Non-Disturbance Agreement. Landlord represents that no party has any security interest (including without limitation any mortgage, deed of trust, or other lien or encumbrance in the Building or Property, nor is the Property or any portion thereof the subject of a ground lease, other than the mortgages listed below (include mortgagee and recording information):

N/A

(Security interests affecting the Leased Premises are "Landlord Encumbrances")

Landlord, Tenant and the holder of each of the Landlord Encumbrances shall execute, contemporaneously with the execution of the Lease, a Subordination Non-Disturbance and Attornment Agreement ("SNDA") in the form attached hereto as Exhibit B or a form that is substantially similar to Exhibit B and is reasonably acceptable to tenant.

This Lease is and shall be subject and subordinate to any mortgage or mortgages now in force, or which shall at any time be placed upon the Leased Premises or the Building or any part thereof, and to each and every advance made pursuant to any such mortgage. Within five (5) business days after Tenant's receipt of a written request Tenant shall subordinate its rights under this Lease to the lien of any future mortgage or deed of trust or other security interest (and to any advances made thereunder) encumbering the Leased Premises, provided that, as a condition to such subordination, Landlord and the mortgagee or holder of such security interest shall execute and deliver to Tenant in recordable form, an SNDA in the form attached hereto as Exhibit B, or in a form substantially similar to Exhibit B and reasonably acceptable to Tenant. Landlord shall provide such an SNDA to Tenant by no later than thirty (30) days after the date of any new Landlord Encumbrances.

26. Attornment. In the event any proceedings are brought for the foreclosure of any mortgage covering the Leased Premises, or in the event of the conveyance by deed in lien of foreclosure, or in the event of exercise of the power of sale under any such mortgage, or in the event of the sale or transfer of the Leased Premises by Landlord, Tenant hereby attorns to the new owner and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Tenant attorns to such successor in interest and recognizes such successor as Landlord under this Lease.

27. Sale or Transfer by Landlord. If Landlord shall sell or transfer the Leased Premises, Landlord shall be automatically and entirely be released of all covenants and obligations under this Lease from and after the date of such conveyance or transfer, provided the purchaser on such sale has assumed and agreed to carry out all covenants and obligations of Landlord under this Lease and possesses the financial wherewithal to perform Landlord's obligations hereunder.

28. Quiet Enjoyment. On paying the rent and on performing all the covenants and agreements on its part to be performed under the provisions of this Lease, Tenant shall peacefully and quietly have, hold and enjoy the Leased Premises for the term, and for any renewal term, of this Lease without hindrance by Landlord, by any predecessor or successor in interest to Landlord or anyone claiming by or through Landlord or such predecessor in interest.

29. Benefit and Obligation. The benefits of this Lease shall accrue to, and the burdens of this Lease shall be the liabilities of, the heirs, personal representatives, successors and assigns of Landlord and Tenant.

30. Notices. All notices required under any provision of this Lease shall be deemed to be properly served if delivered in writing personally or by Federal Express or other comparable delivery service, or sent by registered or certified mail to each party at their address or stated above or at such other address as each party shall designate in writing delivered to the other party. All mailed notices shall be effective upon mailing.

31. Waiver. The failure of either party to enforce any covenant or condition of this Lease shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Lease, and no provision of this Lease shall be deemed to have been waived unless such waiver is in writing. One or more waivers of any covenant or condition by Landlord or Tenant shall not be construed as a waiver of subsequent breach of the same covenant or condition nor shall the acceptance of rent or other payment by Landlord at any time when Tenant is in default under any term, covenant or condition, of this Lease constitute a waiver of such default, nor shall any waiver or indulgence granted by either party be taken as an estoppel against the party granting the indulgence or waiver.

32. Unenforceability. In the event any covenant, term, provision, obligation, agreement or condition of this Lease is held to be unenforceable, it is mutually agreed and understood, by and between the parties hereto, that the other covenants, terms, provisions, obligations, agreements and conditions herein contained shall remain in full force and effect.

33. Captions. All headings contained in this Lease are intended for convenience only and are not to be deemed or taken as a summary of the provisions to which they pertain or as a construction thereof.

34. Governing Law. This Lease shall be governed by the laws of the State of Michigan.

35. Additional Covenants of Tenant. Tenant shall not perform or permit any of the following acts to be performed by Tenant or its agents, employees, or invitees without the written consent of the Landlord:

(a) Occupy or use the Leased Premises in any other manner or for any other purpose than as set forth in this Lease.

(b) Use or operate any machinery that, in Landlord's reasonable opinion, is harmful to the Building or disturbing to tenants occupying other parts thereof.

(c) Inscribe, paint or affix or permit to be inscribed, painted or affixed any sign, advertisement or notice on any part of the Building, inside or out, unless of such character,

color, size or material, and in such place as shall first be approved by Landlord in writing, which approval shall not be unreasonably withheld.

(d) Place any telecommunications line or other wires and instruments in the Leased Premises unless directed by Landlord as to where and how the same are to be placed, and, without such direction, no placement of any such apparatus shall be permitted; provided, however, Tenant shall be permitted to install standard telephone and computer lines at Tenant's expense within Tenant's leased area.

36. Signs. Landlord shall have no obligation to provide any signs for Tenant or the Leased Premises. However, Landlord shall include Tenant's name and suite number on any Building directory on substantially the same basis as other Building tenants. All signs placed on the Leased Premises by Tenant shall conform to the same style, type, size and quality of other signs in or on the Building and shall be subject to the approval of Landlord, which approval shall not be unreasonably withheld. All signs approved by Landlord shall be erected at Tenant's sole cost and expense, and in compliance with all applicable laws, ordinances, codes and regulations. In addition, all such signs shall be removed by Tenant upon the termination of this Lease and all damages repaired at Tenant's cost and expense.

37. Additional Rights Reserved to Landlord. Landlord shall have the right, but shall be under no obligation, to do the following things (at any time or times and from time to time) in or about the Leased Premises, the Property, Building and Improvements:

(a) Make such reasonable rules and regulations as in its judgment may from time to time be necessary for the operation, safety, care, and cleanliness of the Leased Premises, the Property, Building and Improvements, and for the preservation of good order therein; provided, however, such rules and regulations are reasonable and customary for buildings of this character, are of uniform application to all tenants, are uniformly enforced against all tenants, and are not inconsistent with the provision of this Lease. Tenant and its agents, employees, invitees, and licensees shall comply with all rules and regulations.

(b) Control and prevent access to any part of the Property, Building and/or Improvements by all persons whose presence in the reasonable judgement of Landlord, or Landlord's employees, will be prejudicial to the safety, character, reputation or interest of the Building and its tenants.

38. Entire Agreement: Amendment. This Lease contains all of the terms and conditions of the agreement of the parties concerning the Leased Premises. This Lease may be amended only by a written agreement signed by both Landlord and Tenant.

39. Estoppel Certificates. At the written request of Landlord, Tenant shall within ten (10) days deliver to Landlord or to anyone designated by Landlord, a certificate stating the Commencement Date and the termination date of the term of this Lease and certifying as of the date of the certificate as to the amount of Rent and other charges, if any, paid by Tenant under this Lease and the date to which such amounts have been paid, whether this Lease has been modified and is in full force and effect, whether Landlord is in default under this Lease and the nature of

any such default, and whether Tenant has any claims against Landlord and the nature of any such claims.

40. Exclusivity. So long as Tenant is not in default of the lease beyond any cure periods, Landlord shall not lease space within the building to any other public school corporation.

41. Use of Pronouns. The use of pronouns in this Lease shall be deemed to include the masculine, feminine, and neutral pronouns as well as both the singular and plural pronouns.

42. Security Systems. Security systems if needed are to be installed and paid for by Tenant.

43. Legal Counsel. The parties acknowledge that Lewis Reed & Allen, P.C. was the legal counsel representing the Landlord in the preparation of this Agreement.

44. Security Deposit. Within 5 days of the Lease Date, Tenant must deposit the Security Deposit equal to one month's rent with Landlord. The Security Deposit will be used to secure Tenant's performance of this Lease.

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. If Landlord uses all or part of the Security Deposit, within 10 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 10 days of the later of (a) the termination of the Lease or (b) Tenant's surrender of the Premises and return of the keys to Landlord. 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.

45. Prior Agreements. The parties acknowledge that this Lease shall effectively terminate any prior Lease(s) between the parties effective July 1, 2022.

Landlord and Tenant have executed this Lease effective as of the date first written above.

LANDLORD:
J. Gilbert Landscapes, LLC.

By: Jesse Gilbert
Its: Owner

TENANT:
Michigan Online Schools

By: Ellen McGahey
Its: Board President

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Its: Owner

TENANT:
Michigan Online Schools

Ellen E McGahey

By: Ellen McGahey
Its: Board President

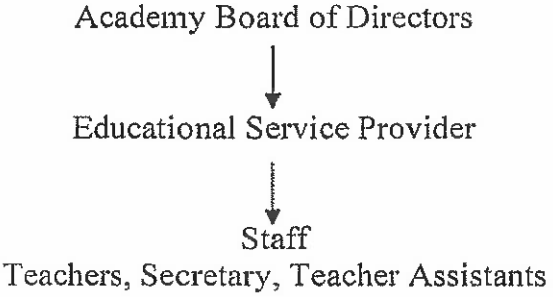
SCHEDULE 7-9

GOVERNANCE STRUCTURE

The GPS Board shall appoint the Board of Directors of the Academy ("Academy Board") pursuant to the Method of Selection Resolution required to be adopted by an Authorizing Body in compliance with Part E of the Revised School Code (Code). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of its contract and applicable laws. The Bylaws further describe the Academy Board's governance structure.

The Academy is incorporated as a school of excellence corporation under the Michigan Nonprofit Corporation Act and Part 6E of the Code. The GPS Board establishes the initial number of Academy Board members to be five (5). The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the GPS Board. The GPS Board shall select the members of the Academy Board according to the terms and conditions set forth by the GPS Board in the Method of Selection Resolution. The names of the initial and subsequent Academy Board members and their terms of office are contained in applicable GPS Board Resolutions or minutes.

The Academy Board shall manage the business, property and affairs of the Academy. The Academy Board shall set all educational, fiscal, and administrative policies for the Academy. A copy of the Academy's organizational chart is set forth below.



The Academy Board of Directors currently consists of three (3) members and two (2) vacancies.

Nominations and appointments of subsequent Academy Board members shall be made in accordance with the Method of Selection Resolution and Academy Bylaws. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Academy Bylaws, to the extent consistent with the Method of Selection Resolution. Effective May 23, 2022, the Academy Board members are as follows:

Name	Terms of Office
1. Ellen McGahey	07/01/2022 - 06/30/2023
2. Jennifer Lengyel	07/01/2022 - 06/30/2023
3. Kara Mounce	05/01/2020 - 06/30/2023
4. Shawn Smith Sr.	05/25/2022 – 06/30/2025
5. Jacquelyn Hollowell	05/25/2022 – 06/30/2025 (exigent appointment approved 06/13/2022)

SCHEDULE 7-10

Placeholder: Matriculation Agreements