

Intergovernmental Agreement for a VLAC High School Program

This Intergovernmental Agreement for an On-Line Program (the “Agreement”) is entered into as of the Effective Date by and between **Oakland Schools**, a Michigan intermediate school district, whose address is 2111 Pontiac Lake Rd., Waterford, MI 48328 (“Oakland Schools”) and **the undersigned School District**, a Michigan general powers school district, intermediate school district, or public school academy offering any grade sequence between 9-12, whose address is as indicated below (the “School District”). In this Agreement, Oakland Schools and School District may be referred to individually as a “Party” or jointly as the “Parties.”

Recitals

- A. In light of the State of Michigan’s effort to have Michigan’s school districts perform services through various collaborative efforts, and Oakland Schools’ desire to provide and make available various virtual educational programming to its constituent school districts in the most efficient and fiscally sound manner, Oakland Schools will utilize appropriate curriculum and support materials to create the on-line educational program entitled the Virtual Learning Academy Consortium High School Program (the “Program”) being offered hereunder (Oakland Schools reserves the right to change the name of the Program at a later date).
- B. The Program is a virtual, core-curricular program where eligible students complete rigorous on-line courses that meet all State of Michigan content expectations and common core state standards for the grades being offered.
- C. The School District desires to participate in the Program and Oakland Schools desires to permit the School District to participate in the Program pursuant to the terms and conditions of this Agreement.
- D. Pursuant to Sections 11a(3) and (4) of the School Code MCL 380.1 *et seq.*, a general powers school district has the authority to exercise a power incidental or appropriate to the performance of any function related to the operation of the school district in the interests of public elementary and secondary education in the school district and to enter into agreements or cooperative arrangements with other entities, public or private, or join organizations as part of performing the functions of the school district.
- E. Pursuant to Sections 601 a(1) and (2) of the School Code MCL 380.1 *et seq.*, an intermediate school district has the authority to exercise a power incidental or appropriate to the performance of any function related to the operation of the intermediate school district in the interests of public elementary and secondary education in the intermediate school district and to enter into agreements or cooperative arrangements with other entities, public or private, or join organizations as part of performing the functions of the intermediate school district.
- F. Pursuant to the Urban Cooperation Act of 1967, MCL 124.501 *et seq.*, and the Intergovernmental Contracts Between Municipal Corporations Act, 1951 PA 35, MCL 124.1, *et seq.*, each Party to this Agreement may enter into this Agreement in order to

establish the terms and conditions upon which they cooperatively perform and carry out this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, obligations, representations and assurances in this Agreement, the Parties agree as follows:

1. **PURPOSE OF AGREEMENT**

1.1 The purpose of the Agreement is to permit the School District to participate in the Program, and to establish the parameters for such participation and the respective responsibilities of School District and Oakland Schools.

2. **DEFINITIONS**

2.1. “Base Tuition” means the minimum amount that School District shall pay to Oakland Schools per Student who attends the Program, as calculated on a cost-recovery basis in accordance with this Agreement. Base Tuition may also include reimbursement to Oakland Schools for a proportionate share of start-up costs, indirect costs and a reasonable carryover at year end, provided, however, that any such carryover shall not exceed 10% of the total Program expenditures for the current school year.

2.2. “Computer” means the electronic device, including, but not limited to, a desktop, laptop, notebook, or tablet computer, issued to a Student in connection with the Program.

2.2. “Student” means an individual eligible to participate in the Program.

2.3. “Tuition” means the total amount, including Base Tuition and other sums set forth hereunder, that the School District shall pay to Oakland Schools per Student who attends the Program, as calculated in accordance with this Agreement.

3. **PROGRAM**

The Program will operate as a virtual educational program serving pupils in grades 9 to 12, offering rigorous curriculum and educational opportunities for Students to enable them to master course content and benchmark standards adopted by the Michigan Department of Education. The Parties agree that Oakland Schools may, at its option, offer any configuration of grade levels from grades 9 to 12, including any and all educational opportunities or programs allowed by law that accompany those grade levels, in accordance with Oakland School’s ability to secure annual seat-time waivers from the Michigan Department of Education. If such seat-time waivers are no longer required for purposes of counting pupils in membership in the Program in accordance with MCL 388.1701, Oakland Schools may offer any configuration of grade levels from 9 to 12 that Oakland Schools, in its sole and absolute discretion, deems advisable. Oakland Schools also currently offers, via separate agreement, a virtual educational program serving pupils in grades K-8.

3.1. **Eligibility**

In order to be a Student eligible for admission into the Program, an individual must:

- 3.1.1. Be a resident pupil of a School District or a non-resident pupil lawfully admitted to a School District pursuant to the State School Aid Act.
- 3.1.2. Meet the minimum age requirement to enroll in any grade level;
- 3.1.3. Be less than twenty (20) years of age as of the commencement of the current school year (except in the case of Students eligible for special education and related services, which Students may be eligible for enrollment up to the age of twenty-six (26) in accordance with applicable law).
- 3.1.4. Be a student meeting the criteria of any applicable seat time waiver applicable to the Program.
- 3.1.5. Submit an executed Parent-Student Contract and Technology Use Agreement in the forms prescribed by Oakland Schools, as such may be updated from time-to-time in Oakland Schools' sole discretion.
- 3.1.6. Attend the Program on a full-time basis. This means enrolling in at least six classes each semester (this may include a combination of mandatory and elective courses).

3.2. Location of Operation

The Program will be operated as an on-line based program. The offices of the Program are located at 2111 Pontiac Lake Rd. Waterford, Michigan. Oakland Schools will make available at the offices of the Program information about the following topics: (i) obtaining an enrollment packet; (ii) the computer equipment and internet access that will be offered; (iii) log-in access to the online program; (iv) professional development in order to successfully use the program; (v) taking any state assessment at a proctored site designated by Oakland Schools.

3.3. Curriculum

Each student is required to work with a learning guide in the student's home or other location selected by the parent or legal guardian to oversee the daily activities of the student and provide ongoing support. Provision of a learning guide shall be the responsibility of the parent or legal guardian, who may either serve in that role or designate a responsible adult to so serve.

Each Student shall have the option of receiving internet access at the Student's home, a Computer, printer, and/or webcam (if not already built in to the Computer) from Oakland Schools to access the Program curriculum and complete the Students' coursework under the Program. Students may opt to use their own Computer, printer, webcam, or internet (provided that such Computer or printer meets certain technical requirements, as determined by Oakland Schools). Each Student, and/or his/her parent or legal guardian on behalf of the Student, will be

required to execute documentation regarding: (i) the use of any Computer or printer provided to the Student as part of the Program and are the property of Oakland Schools; and (ii) the use of the other technology resources, including internet, that the Student is provided or granted access to as part of the Program.

Oakland Schools shall ensure that the curriculum complies with all requirements imposed by the Michigan Department of Education in connection with the issuance of any seat-time waivers for the Program.

3.4. **Placement Test**

At Oakland Schools' discretion, Oakland Schools will determine whether or not to administer a placement test upon each Student's initial enrollment in the Program and if such a placement test is to be administered, Oakland Schools will provide and administer such placement test. Oakland Schools shall report the result of the placement test to the School District and Student.

3.5. **Program Budget**

The currently projected Program Budget is set forth in **Appendix A** (the "Budget"). The proposed Program Budget for the subsequent school year shall be posted to both the Oakland Schools' webpage and Program webpage on or before May 1 of the then-current school year. An approved Budget for the subsequent school year shall be posted to both the Oakland Schools' webpage and Program webpage by no later than July 31 of the then-current school year. Oakland Schools reserves the right to amend the Budget in its discretion from time to time. Any such approved amendments to the approved Budget will be posted to both the Oakland Schools' webpage and Program webpage within thirty (30) days after approval.

3.6. **Hours of Operation**

The Program will be operated in accordance with a calendar established by Oakland Schools and published annually on the Program's website; however Oakland Schools reserves the right to change the calendar in its discretion from time to time. The calendar shall be in accordance with the common calendar adopted pursuant to MCL 380.1284a. Students shall be able to access content virtually 24 hours a day, seven days a week, during the school calendar year established by Oakland Schools. Notwithstanding, the learning management system is hosted by a third-party vendor and Oakland Schools does not have access or control of the learning management system should it become unavailable for any reason.

3.7. **Staffing Ratios**

As an on-line program, the Program will be operated per the Budget attached hereto as Appendix A, but with a goal of utilizing: one (1) highly qualified teacher per course, one (1) mentor who shall be an Oakland Schools Michigan Certified Teacher, per 80 students, one (1) content teacher, and one (1) Oakland Schools on-line Program Administrator.

3.8. **Registration for Program**

The School District must register each of its Fall Semester Students for the Program no later than the deadline required by law. Each Student shall be registered using substantially the online enrollment forms located on the

Virtual Learning Academy Consortium website:

<https://virtualllearningacademyconsortium.org> and as such may be amended from time to time in Oakland Schools' sole discretion. If a Student wishes to register for the Program after the aforementioned date, the School District may request that Oakland Schools consider such admission and Oakland Schools may authorize a registration in its discretion based on the availability of space, equipment, or other reasonable considerations.

3.9. **In-Person Attendance**

A Student's in-person attendance may be required for certain instances, including, but not limited to, course examinations, state-wide assessments, status conferences, special lectures, etc. Oakland Schools shall arrange to have sufficient staff available, such as proctors, for all such in-person events. Furthermore, Oakland Schools, with the cooperation of the School District, shall arrange for the availability of the physical location in which the Students shall attend such events. It is understood that despite Oakland Schools providing the physical location, any Student scores or results from a state-wide assessment may be reported directly to School District, instead of or in addition to Oakland Schools, in accordance with the Program's designation as a Shared Educational Entity.

3.10. **Reorganization**

Oakland Schools reserves the right to reformulate the Program at any time in accordance with all current laws after written notice to School District. If the Program is reformulated, Oakland Schools shall consult with School District on any potential changes to the pricing structure prior to implementation of the reformulated Program.

3.11. **Marketing**

Oakland Schools, with the cooperation of School District, shall market the Program to prospective students.

4. **PERSONNEL/LABOR ISSUES**

4.1. **Staffing for Program**

Oakland Schools shall be responsible for providing all necessary staffing and administrative personnel to carry out the Program, as allowed by law. All personnel overseeing a Student and his/her respective participation in the Program will be eligible for such employment, properly qualified, licensed and/or certified in accordance with all applicable federal and state laws, rules and regulations.

4.2. **Employer of Record**

Oakland Schools shall be designated as the Employer of Record with respect to each person/personnel employed or contracted by and performing any obligations of Oakland Schools under this Agreement, and the School District shall be designated as the Employer of Record with respect to each person/personnel performing any obligations of the School District under this Agreement. Each Party to this Agreement expressly agrees that each such person shall remain an employee of the respective Party for which the person was hired/engaged, consistent with the terms of the applicable employment or collective bargaining agreement, if any, governing the employment of such personnel and such respective Party shall be responsible for costs of employment (salary, taxes, fees, fringe benefits, etc.) relative to that personnel. This Agreement shall not be construed as authority for any Party to act for another Party in any agency or other capacity or to make commitments of any kind for the account of, or on behalf of, another Party, except to the extent, and for the purposes, expressly provided for and set forth herein, and no partnership or joint venture is created hereby. A Party, or its respective employees are not entitled to participate in any plans, arrangements, or distributions by another Party pertaining to or in connection with any fringe, pension, bonus, profit sharing, or similar benefits, or any medical, dental, life or disability insurance plans.

5. **STUDENT ISSUES**

5.1. **Student Counting**

Each Student shall be counted by the School District for purposes of pupil accounting. Oakland Schools will comply with all seat-time waiver program requirements from the Michigan Department of Education (as long as such Seat Time Waivers may be necessary for purposes of counting Students in membership), and will maintain records that will verify whether the student can be counted in membership under the law. Oakland Schools will keep regular records (including a list of all Students in the Program that includes each Student's legal name and student unique identification number (which unique identification number shall be provided to Oakland Schools by School District at the time of enrollment in the Program) and provide such information to the

School District for purposes of Student administration and pupil accounting. Oakland Schools shall also provide the School District with the sum of the hours scheduled for the Program for each year.

5.2. **Student Administration and School District Services**

School District shall be responsible to enroll students into the Program using enrollment forms and process provided by Oakland Schools, and monitor the progress, achievement, credits and educational plans of each of its Students. School District shall be further responsible for verifying the residency and immunization status of Students. School District shall provide all necessary counseling services to its Students determined to be necessary by the School District to the extent they are not part of the counseling services provided by Oakland Schools in connection with the Program in the sole discretion of Oakland Schools. If any Students reside outside of Oakland County, School District shall be responsible for paying any additional costs for enrolling an out-of-county Student imposed by the State of Michigan.

Oakland Schools may act as the agent for School District and enroll Students into the Program on behalf of School District; however, Oakland Schools reserves the right to refuse to enroll Students into the Program who do not meet the Program's eligibility requirements. Should Oakland Schools refuse to enroll any such Student it will be the School District's sole responsibility to place the Student into a traditional classroom of School Districts at grade-appropriate level. Oakland Schools shall provide notice to the School District of the names and information of any Student that Oakland Schools directly enrolls into the Program. Both Oakland Schools and School District shall immediately notify the other party if a Student or parent/legal guardian of a Student informs Oakland Schools or the School District that a Student is un-enrolling from the Program and/or School District.

School District shall be responsible for facilitating dual enrollment opportunities for all Students unless School District specifically requests in writing, at least 60 days prior to the start of each semester, that Oakland Schools facilitate dual enrollment, and that request is approved in writing by the Oakland Schools Superintendent prior to the start of each semester. In all cases, any and all dual enrollment costs shall be the sole and exclusive responsibility of School District.

School District shall be responsible for providing any extra-curricular activities to its Students, including any and all costs and/or activity fees associated therewith. The School District shall be responsible for all Michigan High School Athletic Association ("MHSAA") issues, including monitoring progress and ensuring appropriate classes and credits are achieved by its Students.

5.3. **Student Discipline**

Oakland Schools and the School District mutually agree that the Student Code of Conduct for the Program shall be as approved by the Oakland Schools Superintendent. To the extent the approved Student Code of Conduct is silent on a particular issue; the School District's Student Code of Conduct shall apply. Notwithstanding the foregoing, with respect to any extra-curricular activities or other services that are the responsibility of the School District hereunder, the School District's Code of Conduct shall apply. Oakland Schools will promptly report any Student discipline issues to the School District. In the event that discipline of a Student involves a recommendation for long term suspension or expulsion, Oakland Schools shall involve the School District, or the School District shall involve Oakland Schools as the case may be, but the School District's decision shall be final. Notwithstanding the foregoing, Oakland Schools shall, in its discretion, be able to discontinue or refuse enrollment of any Student in the Program due to disciplinary infractions, repeated violations of the Student Code of Conduct, or violations of any other agreement between Oakland Schools and a Student and/or the Student's parent or legal guardian.

5.4. **Special Education**

If any Student in the Program requires accommodations or related services pursuant to an Individualized Education Plan ("IEP") or a valid "504 Plan," all such accommodations, and costs associated therewith, shall be the responsibility of the School District. This includes reimbursing Oakland Schools for the costs of providing any specialized software reasonably necessary for the Student's participation in the Program.

The School District shall be responsible for identifying any such Students who may be eligible for any special education or related services and/or accommodations. School District agrees to evaluate, at its own expense, any Student identified by Oakland Schools as potentially eligible for special education services. Oakland Schools shall assist the School District as reasonably necessary in the preparation of any necessary paperwork that the School District must submit or prepare in connection with special education or related services.

5.5. **ELL Screening**

If any Student in the Program requires ELL or related services, all such costs associated therewith shall be the responsibility of the School District. This includes reimbursing Oakland Schools for the costs of providing any specialized software reasonably necessary for the Student's participation in the Program.

The School District shall be responsible for identifying and assessing any such Students who may be eligible for ELL services. The School District shall also screen, at its own expense, any Student identified by Oakland Schools as potentially eligible for ELL services. Oakland Schools shall assist the School

District as reasonably necessary in the preparation of any necessary paperwork that the School District must submit or prepare in connection with ELL services.

5.6 **Waivers**

If necessary, Oakland Schools shall apply for any seat time or other necessary waivers for the Program and promptly notify the School District of the Michigan Department of Education's ("MDE") disposition thereof. School District shall reasonably assist Oakland Schools in providing any information and in the preparation of any paperwork necessary to obtain any necessary MDE waivers in connection with the Program.

5.7. **Use of the Program**

To the extent that the Program ever utilizes the services of a Licensor, Oakland Schools shall obtain a nontransferable license to use the Program, related technology, methodology and educational materials of Licensor to operate the Program, and School District shall observe the standards of operation of Licensor to preserve the services, reputation or intellectual property of Licensor.

5.8. **Computer and Network Availability**

Oakland Schools will provide the Program and related technology only for the purpose of the Students' participation in the Program. Neither Oakland Schools, nor any Licensor utilized by Oakland Schools, represents or warrants that the technology or Program will operate flawlessly.

5.9. **Access to Premises**

The School District shall permit personnel from Oakland Schools to access premises of the School District at reasonable times and in compliance with the School District's security protocol, for the purpose of and in furtherance of the Program or of the Student's participation in the Program.

5.10. **Compliance**

If the School District receives written notification regarding its noncompliance with this Agreement, the School District shall cure such noncompliance within thirty (30) days, or such other reasonable time requested by Oakland Schools.

5.11 **Intellectual Property**

All intellectual property of Oakland Schools, and any Licensor utilized by Oakland Schools, shall at all times remain the respective property of Oakland Schools or Licensor. The School District must cease all use of such intellectual property, including, but not limited to, logos, marks, methodologies, program

content, software, or other documentation immediately upon termination of this Agreement. Except as required by law, the School District shall not disclose any confidential or proprietary information of Oakland Schools or Licensor without the prior written approval of Oakland Schools and/or the Licensor.

6. **RECORD KEEPING AND REPORTING REQUIREMENTS**

6.1. **Attendance Records**

Oakland Schools shall maintain, or shall cause to be maintained, attendance records for Students in the Program. Oakland Schools and/or Licensor shall provide the attendance records to the School District for its Students. Oakland Schools expressly reserves the right to remove any student from the Program who fails to comply with the minimum attendance criteria for the Program. Should Oakland Schools remove any such Student from the Program, it will be the School District's sole responsibility to place the Student into a traditional classroom of School District's at grade-appropriate level.

6.2. **Program Records**

Oakland Schools shall maintain, or shall cause to be maintained, all records relative to the operation of the Program and projects therein. Oakland Schools and/or any Licensor utilized by Oakland Schools will submit progress reports for each Student to the School District, including grade level curriculum that have been completed by each Student.

6.3. **Student Records and Files**

The School District shall be responsible for maintaining all official records and files for their respective Students in accordance with the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA"). All records of a Student maintained by Oakland Schools, or any Licensor utilized by Oakland Schools, will be immediately accessible to the School District upon written request.

6.4. **Review of Records**

Oakland Schools shall maintain records of any obligations performed, and any payments received or costs incurred under this Agreement. Such records shall be kept in accordance with Generally Accepted Accounting Principles, and shall be made available to the School District during normal business hours, within a reasonable time after written request. Oakland Schools shall have an annual independent audit completed for all operational funds of the Program.

6.5. **Family Educational Rights and Privacy Act Compliance**

Oakland Schools and the School District shall comply with all laws, rules and regulations promulgated pursuant to FERPA. Oakland Schools and School

District agree that employees of Oakland Schools and School District have a legitimate educational interest in accessing Student educational records under FERPA and its related regulations.

7. **TUITION**

7.1. **Tuition Amount**

The estimated Tuition for the Program shall be set in accordance with the Budget described in Section 3.5 herein. The “Base Tuition” to be charged to the School District per Student shall be set on a cost recovery basis which shall be calculated by Oakland Schools subject to the provisions of Section 7.2 herein. In the event that Base Tuition would otherwise exceed the minimum foundation level for a Student granted to the School District, Oakland Schools shall reduce the Base Tuition so that it is equal to the minimum foundation level awarded to the School District. Tuition may also include reasonable additional costs per student above the Base Tuition, including, but not limited to: (i) a charge of not less than \$100 per out-of-county Student from School District enrolled in the Program to cover additional expenses incurred to travel to the Student’s home to perform repairs, additional mileage incurred, special events for students and parents, time for staff travel, etc.; or (ii) any charges for special programs, including as required for special education or ELL services.

The estimated Tuition for subsequent years shall be set by Oakland Schools in accordance with the Program’s Budget by no later than May 1st of each year. If, based on the estimated Tuition, the aggregate Tuition from all Students participating in the Program exceeds the projected actual cost (as invoiced to School District) to operate the Program on a “cost recovery” basis as determined by Oakland Schools, the actual Tuition for a given school year will be decreased and Oakland Schools will reconcile the Tuition in the final invoice. The estimated Tuition amount per the Budget for each school year will be dependent upon the estimated enrollment levels in the Program for the upcoming school year. For instance, the fiscal year 2017-2018 estimated Tuition assumes at least eighty (80) Students participating. If these participation levels and other assumptions, including estimated expenditure requirements, are not met in a given year, the Tuition may be adjusted accordingly, by Oakland Schools at any time, as set forth in Appendix A.

7.2. **Tuition Charge**

The School District shall be charged and responsible for the Tuition for each of its Students who are enrolled in the Program as of the student count day as follows:

- 7.2.1. If a Student is enrolled before the fall Count Day (or the first Count Day) of the current school year, the School District shall be charged for, and shall be liable for, a full year of Tuition for the slot taken.
- 7.2.2. If a Student is enrolled on or after the fall Count Day (or the first Count Day) of the current school year, the School District shall be charged and liable for a prorated share of the full Tuition for the slot taken based on the number of school days left in the current school calendar year.
- 7.2.3. If a Student drops out of, or is removed from the Program after the respective student count day, the School District shall be liable for the entire Tuition for that Student, but may place another Student in that slot. If the School District's placement results in any additional costs, Oakland Schools shall invoice the School District for the cost of any additional expenses. For example, if the School District places a Student in a different grade level than the Student that dropped out of the Program, Oakland Schools may invoice the School District for increased Tuition due to additional expenses for Program materials, additional special education expenses, software, etc.
- 7.2.4. If a Student enrolled in the Program drops out before the fall Count Date, then no Tuition will be assessed except a \$300 enrollment fee to cover costs for placement tests and other enrollment expenses.

7.3. **Invoicing and Payment**

Oakland Schools shall invoice the School District for their respective Student Tuition amounts twice a year, on months and dates to be hereafter determined by Oakland Schools. Typically there will be an invoice sent in December or January, and a year-end invoice for Tuition. The School District shall pay the invoiced amount within thirty (30) days of receipt of such invoice. Any disputed amounts in any invoice shall be promptly communicated to Oakland Schools. Oakland Schools and the School District shall work cooperatively to resolve any disputes regarding any invoiced amount in a prompt manner.

7.4 **Trailing Costs**

Oakland Schools is operating the Program on a cost-recovery-only basis, and it is understood and agreed that the total Tuition charged shall cover the complete costs of the Program, except for those costs that are solely the responsibility of the School District as set forth herein.

8. **TERM**

Unless otherwise terminated in accordance with the terms herein, the term of this Agreement shall commence as of the Effective Date and continue until terminated by the Parties to this Agreement in writing. Notwithstanding the foregoing, the School District shall notify Oakland Schools in writing that it will not be continuing to participate in this

Agreement by on or before May 15 or it will be deemed to be a participant and will be bound hereby for the subsequent school year.

9. **TERMINATION**

a. Oakland Schools may terminate its participation under this Agreement upon ninety (90) days prior written notice to the School District, provided, however, Oakland Schools may only terminate its participation in this Agreement for documented economic reasons and such termination shall only occur at the end of a semester. If Oakland Schools desires to terminate its participation for the upcoming school year, Oakland Schools shall notify the School District by the first business day of August. Notwithstanding the foregoing, Oakland Schools may immediately terminate this Agreement if enrollment in the Program does not comply with the conditions in Section 13(a) herein, if the interactive technology services utilized by Oakland Schools for the Program become permanently unavailable, or if the State of Michigan changes its funding model for grades 9 to 12.

b. The School District may elect to terminate its participation in this Agreement by giving written notice to Oakland Schools prior to the May 15 deadline provided in Section 8 hereof. The School District shall be responsible for the charges in accordance with Section 7 of this Agreement. Further, the terminating School District shall give all waivers, releases, approvals, or permissions required under the State School Aid Act of 1979, 1979 PA 94, to any other eligible School District so that such eligible School District may count in membership a resident Student of the terminating School District who wishes to continue enrollment in the Program. The terminating School District must give notice to any of its Students enrolled in the Program that it is terminating its participation in the Program and that the Student may be eligible to enroll in the Program through another School District.

10. **NO THIRD PARTY BENEFICIARIES**

Except as provided for the benefit of the School District, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation and/or any other right in favor of any other person or entity.

11. **Intentionally Deleted.**

12. **RESERVATION OF RIGHTS**

This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty or immunity of any Party and shall not be construed to waive the defense of governmental immunity held by any Party to this Agreement.

13. **CONTINGENCIES**

The obligations of Oakland Schools and School District under this Agreement, other than those related to marketing the Program set forth in Section 3.10 are contingent upon the receipt of an annual seat time waiver from the MDE for the Program, provided such seat time waiver is necessary for counting Students in membership.

14. **COMPLIANCE WITH LAWS AND POLICY**

Oakland Schools and the School District shall abide by and adhere to all applicable federal, state and local laws, rules, regulations and ordinances pertaining to the performance of any obligations under this Agreement. Additionally, each Party to this Agreement will conduct their obligations in accordance with their respective policies, rules and regulations.

15. **FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS**

Oakland Schools agrees that it will comply with all laws applicable to public school personnel with respect to fingerprinting and criminal background checks.

16. **MISCELLANEOUS PROVISIONS**

a. Notices. All notices, consents, approvals, requests and other communications, herein collectively called “Notices,” required or permitted under this Agreement shall be given in writing, signed by an authorized representative of Oakland Schools or the School District and mailed by certified or registered mail, return receipt requested, personally delivered, sent by overnight courier or sent by facsimile or electronic mail transmission to the other Party as follows:

Oakland Schools: Oakland Schools
Attn: Superintendent
2111 Pontiac Lake Road
Waterford, Michigan 48328

With Copy to: Oakland Schools
Attn: Legal Department
2111 Pontiac Lake Road
Waterford, Michigan 48328

School District: To the attention of the Superintendent at the address
for the School District set forth below.

Unless otherwise provided for in this Agreement, all such notices, certificates or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier, the date of the transmission by facsimile or other electronic means is verified or two days after

mailing by registered or certified mail. Any Party may designate any further or different addresses or recipients to which subsequent notices, certificates or communications hereunder shall be sent.

- b. Entire Agreement. This Agreement sets forth all the covenants, agreements, stipulations, promises, conditions and understandings between Oakland Schools and the School District concerning the activities contemplated herein. Neither Oakland Schools, not its respective Board members, employees, attorneys, consultants, advisors, agents, representatives or students, have made any covenant agreement, stipulation, promise, condition or understanding, warranty or representation, either oral or written, other than set forth herein.
- c. Amendment. This Agreement shall not be modified, altered or amended except by written agreement duly executed by Oakland Schools and School District in accordance with the terms hereof.
- d. Invalidity of Particular Provision. The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions hereof which remain valid and be enforced to the fullest extent permitted by law.
- e. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Agreement nor in any way shall affect this Agreement or the construction of any provision hereof.
- f. Waivers. A Party may not waive any default, condition, promise, obligation or requirement applicable to the other Party hereunder, unless such waiver is in writing signed by an authorized representative of such Party and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation or requirement in any past or future instance. No failure by Oakland Schools or the School District to insist upon strict performance of any covenant, agreement, term, or condition of this Agreement, or to the exercise of any right or remedy in the event of default, shall constitute a waiver of any such default of such covenant, agreement, term or condition.
- g. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan. Oakland Schools and the School District agree, consent and submit to the personal jurisdiction of any competent court of jurisdiction in Oakland County, Michigan, or the United States Federal Courts sitting in the Eastern District of Michigan, for any action brought against it arising out of this Agreement.

- h. Successors and Assigns. The covenants, conditions and agreements in this Agreement shall be binding upon and inure to the benefit of Oakland Schools and the School District, their respective legal representatives, successors and assigns.
- i. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all such counterparts shall together constitute one and the same instrument.
- j. Effective Date. The Effective Date of this Agreement is the date the last Party executes this Agreement by a duly authorized representative.
- k. Authorized Signatory. Both Parties represent that the individual executing this Agreement is duly authorized by, and has the authority to execute this Agreement and bind, the respective Party.

IN WITNESS WHEREOF: the Parties hereto on this day execute this Agreement as of the Effective Date.

OAKLAND SCHOOLS

By: _____
 Name: _____
 Its: _____
 Date: _____

SCHOOL DISTRICT

Name: _____
 Address: _____

By: _____
 Name: _____
 Its: _____
 Date: _____

Appendix A
Projected Budget

See attached.