

Intergovernmental Agreement for VLAC On-Line Education Program

This Intergovernmental Agreement for VLAC On-Line Education 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 Public School Entity**, which is either a Michigan general powers school district, a Michigan intermediate school district, or Michigan public school academy, offering any grade sequence between K-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 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 and public school academies, along with other intermediate school districts in the State of Michigan, in the most efficient and fiscally sound manner, Oakland Schools will utilize appropriate curriculum and support materials for the on-line educational program entitled the Virtual Learning Academy Consortium 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 Revised 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 Revised 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.

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F. Pursuant to Section 504a of the Revised School Code, MCL 380.1 *et seq.*, a public school academy may enter into binding legal agreements with persons or entities as necessary for the operation, management, financing, and maintenance of the public school academy.

G. Pursuant to 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 the School District and Oakland Schools.

2. DEFINITIONS

2.1. "Base Tuition" means the minimum amount that the 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 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 K 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 K through 12th grade level, including any and all educational opportunities or programs allowed by law that accompany those grade levels, in accordance with Oakland Schools' ability to secure applicable permission or annual seat time waivers from the Michigan Department of Education.

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3.1. Eligibility

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

- 3.1.1. Be a resident pupil of the School District or a non-resident pupil lawfully admitted to the School District pursuant to the State School Aid Act, MCL 388.1601 *et seq.*
- 3.1.2. Submit written approval from the Student's school district in which they are enrolled authorizing enrollment in the Program.
- 3.1.3 Meet the minimum age requirement to enroll in the applicable grade level.
- 3.1.4. Be less than twenty (20) years of age as of September 1 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).
- 3.1.5. Be a student meeting the criteria of any applicable seat time waiver applicable to the Program.
- 3.1.6. Submit an executed Parent-Student Contract and Acceptable Use Agreement in the form prescribed by Oakland Schools, as such may be updated from time-to-time in Oakland Schools' sole discretion.
- 3.1.7. Attend the Program on a full-time basis. This means enrolling in appropriate class(es) (which may include a combination of mandatory and elective courses).
- 3.1.8. Be determined by Oakland Schools as meeting the eligibility requirements of the Program.

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.

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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 into the Computer) from Oakland Schools to access the Program curriculum and complete the Students' coursework and/or course requirements 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. 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.

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3.6. Hours of Operation

The Program will be operated in accordance with a calendar established by Oakland Schools and published annually. The Program calendar is attached hereto as **Appendix B**; 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 foregoing, 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 in accordance with the Budget, as the same may be amended, with a goal of utilizing: one (1) Michigan Certified Teacher per 80 Students (for grades 9-12) or per 40 Students (for grades K-8); one (1) Online Program Administrator for every four hundred (400) Students; and one (1) full-time technician per every two hundred forty (240) Students.

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://virtuallearningacademyconsortium.org> and as such may be amended from time to time at the discretion of Oakland Schools. 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 shall be reported directly to

School District and not 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

Other than Learning Coaches, Oakland Schools shall be responsible for providing all necessary staffing and administrative personnel to carry out the Program either directly or in accordance with the provisions of the OLP Agreement. 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 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 the respective 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 and/or days scheduled for the Program for each year.

5.2. Student Administration and School District Services

Subject to Section 3 of this Agreement, the 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 the School District 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.

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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 non-core curricular and/or 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 non-core curricular classes, 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 enrolled in the Program is eligible for special education, related services, supplementary aids/services, accommodations, or other supports pursuant to an Individualized Education Program ("IEP") or "504 Plan," the School District shall be solely responsible for the provision of a free appropriate public education to the Student (including the implementation of the IEP or 504 plan) and all associated costs, including, but not limited to, costs resulting from any due process proceedings, administrative proceedings, or litigation pertaining to the provision of educational services to the Student.

The School District shall also be responsible for identifying and evaluating any of its Students enrolled in the Program and are or who may be eligible for programs, services, and supports under the Individuals with Disabilities Education Act or Section 504 of the Rehabilitation Act. By specific written agreement between Oakland Schools and the School District, Oakland Schools may provide or assist with the implementation of supplementary aids and accommodations a School District student may require to access the Program.

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. School District further agrees that Oakland Schools shall not be liable to the School District and the School District shall be liable and hold Oakland Schools harmless of and from any loss of state aid by the School District including but not limited to any liability for fees/tuition paid by School District to 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

Licensors. 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 Licensors without the prior written approval of Oakland Schools and/or the Licensors.

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 Licensors 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 Licensors 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 Licensors 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 “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.

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, Oakland Schools will calculate the amount to be refunded to each School District based on total Student enrollment in the Program 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 2023-2024 fiscal year estimated Tuition assumes at least one hundred twenty (120) 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 each semester as follows:

7.2.1. Upon verification of Student enrollment in the Program by the School District, a Student who remains in the Program for fourteen (14) or more business days of any semester, the School District shall be charged the

full Tuition amount for that semester. If a Student is removed from the Program before 14 business days of enrollment, the District shall not be responsible for that semester's Tuition.

7.2.2. If the Student enrolls in the first semester and remains enrolled for the second semester, the District will be charged Tuition for both semesters.

7.2.3. If the School District enrolls a Student in the Program at any time during the first semester and the Student is assigned first semester classes and continues enrollment in the second semester, the School District will be charged Tuition for both the first and second semesters. For example, School District enrolls a Student in the Program to begin first semester classes on January 1 and the semester ends on January 26 and the Student continues enrollment during the second semester that begins on January 27.

7.2.4 If School District enrolls a Student in the Program during the first semester and requests that the Student only be assigned second semester classes, the School District will only be charged Tuition for the second semester.

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 a first semester invoice 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 annually 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 OLP Agreement is terminated, 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 K 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

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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.

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 following:

- a. Enrollment of at least sixty (60) students in the Program.
- b. Execution of a satisfactory OLP Agreement between Oakland Schools and Licensor in connections with software, coursework and other course content for the Program.
- c. 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: _

Org Key	Object	Budget Description	WB Budget
TOTAL REVENUE			1,749,500
Org Key	Object	Budget Description	WB Budget
	51160000 Tot	Supervision/Direction-Instruct	63,700
	51240000 Tot	Teaching Salary	430,000
	51290000 Tot	Other Prof Educational Salary	93,900
	51510000 Tot	Information Management Salary	37,300
	51590000 Tot	Other Technical Salary	62,800
	51620000 Tot	Secretarial/Clerical/Bookkeepr	40,900
	51760000 Tot	Termination Pay (Severance)	8,300
	51841000 Tot	Temporary Staff	10,000
	51870000 Tot	Temporary Teaching Salary	6,000
	51990000 Tot	OIT Other Overtime Salaries	11,500
	52110000 Tot	Group Life Insurance	500
	52121000 Tot	Long Term Disability	1,500
	52122000 Tot	Short Term Disability	2,300
	52130000 Tot	Group Health	82,600
	52140000 Tot	Dental/Health Care	13,000
	52150000 Tot	Vision Care	1,200
	52490000 Tot	Prof Svcs for Employees	4,200
	52820000 Tot	Conti To Retirement Funds	161,800
	52821000 Tot	Defined Contrib Empl Match	5,400
	52822000 Tot	Personal Healthcare Fund	7,600
	52823000 Tot	Conti To Retirement Funds-UAAL	107,700
	52830000 Tot	Employer Social Security	53,300
	52840000 Tot	Workmans Compensation	600
	52920000 Tot	Cash In Lieu Of Benefits	11,300
	52930000 Tot	Cellphone Stipend	5,400
TOTAL SALARY & BENEFITS			1,242,800
Org Key	Object	Budget Description	WB Budget
	53120000	Employee Training & Dev Svcs	1,000
	53190000	Other Professional/Tech Serv	20,000
	53210000	Mileage Reimbursement	5,000
	53220000	Empl Reimb (Conference)	8,400
	53410000	Telephone	12,000
	53430000	Mail/Postage	2,000
	53450000	Copyright Fees/Software Licens	240,000
	53451000	Copyright Fees/Software Licens	90,000
	53490000	Other Misc Communication	30,000
	53510000	Advertisement	30,000
	53610000	Printing & Binding	2,000
	54216000	Building/Land/Rent	19,000
	54910000	Other Purchased Services	5,000
	5510000	Teaching/Testing Supplies	20,000
	55910000	Office Supplies	1,000
	55990000	Miscellaneous Supplies & Mat	1,000
	56421000	Equipment-Computers	129,000
	59990000	Indirect Cost Recovery	36,500
TOTAL OPERATIONAL BUDGET			651,900

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Appendix A Program Budget 9-12

FY24 VLAC 9-12 BUDGET			
Org Key	Object	Budget Description	WB Budget
TOTAL REVENUE			681,100
Org Key	Object	Budget Description	WB Budget
	51240000	Teaching Salary	77,000
	52110000	Group Life Insurance	200
	52121000	Long Term Disability	200
	52122000	Short Term Disability	200
	52130000	Group Health	15,000
	52140000	Dental Health Care	600
	52150000	Vision Care	200
	52490000	Prof Svcs for Employees	600
	52820000	Contr To Retirement Funds	21,000
	52821000	Defined Contrib Emplr Match	200
	52822000	Personal Healthcare Fund	200
	52823000	Contr To Retirement Funds-UAAL	10,300
	52830000	Employer Social Security	5,700
	52840000	Workmans Compensation	400
TOTAL SALARY & BENEFITS			131,800
Org Key	Object	Budget Description	WB Budget
	53451000	Copyright Fees/Software Licens	183,000
	53510000	Advertisement	2,000
	56421000	Equipment-Computers	50,000
	59990000	Indirect Cost Recovery	7,300
TOTAL OPERATIONAL BUDGET			428,500

Appendix B Program Calendar

Dates	Activity
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August 22-24	New Teacher Professional Development
August 28 – Sept 1	Teacher Professional Development and Workdays
September 4	Labor Day
September 5	First Day of School
November 23 & 24	Thanksgiving Break
December 25 – January 5	Winter Break
January 15	MLK Day
January 26	End of 1st Semester
March 25 - 29	Spring Break
May 27	Memorial Day
June 7	Last Day for Students
June 14	Teacher’s Last Day