

INTERGOVERNMENTAL COOPERATION AGREEMENT

THIS INVESTED and AFFILIATED MEMBER AGREEMENT (“Agreement”) is made by and between the Rural Virtual Academy Charter School, Inc. Governance Board (“RVA Governance Board”), Medford Area Public School District (“MAPSD” or “District”), and D.C. Everest Area School District (“Member”) pursuant to Wis. Stat. § 66.0301 and Wis. Admin. Code § PI 14.02. Collectively, all the Members, including the District, comprise the “Consortium.”

WHEREAS, Wis. Stat. § 66.0301 and Wis. Admin. Code § PI 14.02 provide that municipalities, including school districts, may contract with one another for the joint exercise of any of their powers or duties as required or authorized by law; and

WHEREAS, the Rural Virtual Academy (“RVA” or the “School”) is a virtual charter school operating under the authorization and fiscal agency of the Medford Area Public School District as an instrumentality of the District; and

WHEREAS, all of the Members are school districts in the State of Wisconsin that desire to enter into an intergovernmental cooperation agreement in order to establish and jointly authorize a charter school pursuant to Wis. Stat. §§ 118.40(3)(c)1.a. and (8); and

WHEREAS, an intergovernmental agreement is not required for the establishment of a virtual charter school pursuant to Wis. Stat. § 118.40(3)(c)1m; and

WHEREAS, the Members agree to the terms of the Charter School Contract (“Charter Contract”), its bylaws, policies, and operational procedures; and

WHEREAS, this Agreement is intended to define and establish the respective roles and responsibilities of the RVA Governance Board, the District, and the Members as they relate to the virtual charter school.

NOW THEREFORE, the Members agree as follows:

1. **Charter School.** The charter school established and jointly authorized by the Members shall be known as Rural Virtual Academy (“RVA” or the “School”). The Members shall enter into a Charter Contract with RVA Governance Board to operate the School, and the Members agree and acknowledge that such Charter Contract shall include provisions to ensure that the RVA Governance Board has all powers necessary to carry out the terms of the Charter Contract including, but not limited to the following:
 - a. To receive and disburse funds for school purposes;
 - b. To secure appropriate insurance;
 - c. To enter into contracts, including contracts with a University of Wisconsin institution or college campus, technical college district board, or private college

or university, for technical or financial assistance, academic support, curriculum review, or other services;

- d. To incur debt in reasonable anticipation of the receipt of funds;
- e. To pledge, assign, or encumber its assets to be used as collateral for loans or extensions of credit;
- f. To solicit and accept gifts or grants for school purposes;
- g. To acquire real property for its use;
- h. To sue and be sued in its own name; and
- i. Along with the District, to make decisions regarding charter school operations and procedures including, but not limited to:
 - 1.) Budget expenditures, grant funds, and funds donated specifically to the Charter School or generated through sales of Charter School equipment;
 - 2.) Calendar and daily schedule;
 - 3.) Curriculum and instruction;
 - 4.) Policies and procedures specific to the daily operations of the Charter School;
 - 5.) Facilities utilized by the Charter School; and
 - 6.) Marketing, registration, and enrollment processing.

2. Virtual Charter School Classification. The School shall be classified under Wis. Stat. § 115.001(16) as a “virtual charter school,” defined as a charter school under contract with a school board under Wis. Stat. § 118.40 in which all or a portion of the instruction is provided through means of the Internet, and the pupils enrolled in and instructional staff employed by the school are geographically remote from each other. The RVA may coordinate regular attendance at activities, including activities that are educational in nature, at a location within the boundaries of the District and the RVA may also coordinate such activities within the boundaries of the D.C. Everest Area School District under for the duration of this cooperative agreement.

3. Location. Pursuant to Wis. Stat. § 118.40(8)(a)2, the School shall be located in the D.C. Everest Area School District. The Members may authorize the use of one or more physical locations for ancillary purposes including, but not limited to, providing curriculum-based Internet access to School students, instructional staff conducting in-person classroom sessions, and providing general student support.

4. Instrumentality. Pursuant to Wis. Stat. § 118.40(7), MAPSD has determined that the School shall be an instrumentality of the District. MAPSD shall have the authority to employ staff for the School or to contract with another third-party educational agency of a similar nature, for such purposes.

5. Core Instructional Services. Pursuant to Wisconsin Statutes §§ 66.0301, 120.25 and the DPI Chapter PI-14.02, the Member agrees to join a consortium to provide year-round

virtual learning services to K4 through Grade 12 students residing in the D.C. Everest Area School District.

Upon approval of this Agreement, the RVA will be allowed to enroll pupils from families seeking virtual learning educational options from the D.C. Everest Area School District School District and provide them instructional services in accordance with this contract and RVA's operating policies and procedures.

- a. The RVA Governance Board will provide the D.C. Everest Area School District designated contacts with copies of each student enrollee's academic achievement reports and assessment data.
- b. Students acquiring enough credits for graduation will be granted a diploma from the D.C. Everest Area School District meeting all necessary graduation requirements of the D.C. Everest Area School District. The D.C. Everest Area School District agrees that any additional local graduation requirements not provided by RVA educational programming will be communicated to the students by D.C. Everest Area School District personnel in a timely manner as to not delay the graduation of a student on track to meet all graduation requirements.
- c. The D.C. Everest Area School District retains determination and all associated special education and/or related services should they be needed for RVA students. If an IEP team is created for students of D.C. Everest Area School District attending the RVA, then the RVA requests to have a teacher represented on such a team.
- d. The D.C. Everest Area School District agrees to provide to its RVA parents the option of receiving in-district intervention programming and progress monitoring services to children who are referred for a specific learning disability.
- e. The D.C. Everest Area School District agrees to share Title funding with the RVA as required by law and under the direction of the Wisconsin Department of Public Instruction ("DPI").
- f. The D.C. Everest Area School District agrees to coordinate, schedule, and proctor all required State assessments as necessary.
- g. The D.C. Everest Area School District agrees to complete WISE data reporting to the DPI as required.

- h. The D.C. Everest Area School District agrees to allow its resident RVA students access to regular school programming, including but not limited to the following: academic classes; elective courses; activities; clubs; extra and co-curricular programs; WIAA-sanctioned, intramural, or other athletic offerings; etc.
- i. The RVA will provide access to digital learning curriculum and ongoing professional development for digital learning use in classrooms with the D.C. Everest Area School District t.

6. **Funding and Budget.** For each fiscal year, the School's funding and budgetary processes shall occur in accordance with policy RVA-DB "Operational Budget and Agreements," which is subject to change by the RVA Governance Board and District, thus amending this Agreement.

An expense budget and revenue forecast for the upcoming fiscal year will be submitted to the RVA Governance Board at the March/April regular Governance Board meeting for consideration of approval. The expense budget includes those expenses not covered by any grants, such as administrative costs, teacher costs, support staff costs, consumables, postage, dues, reimbursements, tuition, lease agreements, field trips, technology, curriculum, professional development, and/or other identified RVA expenditures. The revenue forecast will include Affiliate, Invested and open enrollment tuition, access fees, and District connect fees. The District will provide the necessary operational funds to allow the RVA to operate in accordance with the approved RVA Governance Board budgetary parameters.

For Members, the following financial formulas will be used in determining costs. For state aid purposes, pupil membership will be counted by the D.C. Everest Area School District.

Both Invested and Affiliated Members will be assessed various fees and credits:

- Virtual School Access Fee
- District Connect Fee
- Tuition (different for Invested and Affiliated Members)
- Shared Staffing Credit
- Engagement Credit
- Other costs and credits

The RVA Governance Board will establish a *virtual school access fee* and *District connect fee* that will allow a school district to belong to the Consortium. These Membership fees are assessed in November with final adjusted calculation based on enrollment at the regular May/June meeting.

a. Virtual School Access Fee

The virtual school access fee is based on the following table:

RVA Member Virtual School Access Fee	
Based on Full-time Students Enrolled	
0	\$0
1-4	\$3,000
5-9	\$4,500
10-14	\$6,000
15-19	\$7,500
20-24	\$9,000
25-29	\$10,500
30-34	\$12,000
35-39	\$13,500
40+	\$15,000

b. District Connect Fee

The D.C. Everest Area School District will be provided access to all the courses available through the Wisconsin eSchool Network and other curricular contracts held by the RVA. Professional development and ongoing technical support and training will be provided to the D.C. Everest Area School District staff by the RVA.

The D.C. Everest Area School District will be charged all associated costs for content of digital courses the RVA is charged for acquiring those courses from the Wisconsin eSchool Network and other curriculum vendors under contract with the RVA. This amount is fixed at the rate per courses which are “licensed,” “owned,” or “digitally accessed” by the Wisconsin eSchool Network, or other curriculum vendors under contract with the RVA, and billed at the end of year reconciliation.

The D.C. Everest Area School District will be charged a per course/ student/ semester “instructional fee” for any classes taken by D.C. Everest Area School District students, in RVA teacher-directed courses. This cost is variable depending upon the type of instructional support needed. This amount is fixed and billed at the end of year reconciliation and is in addition to the cost for course content.

The RVA will prepare a preliminary budget for the virtual learning services with actual and final reconciliation prior to June 30 of each fiscal year. In this way, the proration of costs will be made on a basis which is fair and equitable to all Consortium Members.

The District connect fee is based on the following table:

RVA Member District Connect Fee	
Based on Total # of Student Registrations	
< 5	\$1,500
5-24	\$2,500
25-74	\$3,500
75-109	\$4,500
110-174	\$5,500
175-399	\$6,500
400-799	\$7,500
800+	\$8,500

c. Tuition

NOTE: School districts may be either “Invested” or “Affiliated” Members.

D.C. Everest Area School District is an

- Invested Member
- Affiliated Member

Below, RVA’s tuition information is divided into two sections, one for Invested Members and one for Affiliated Members.

Tuition for Invested Members

Invested Member Program Description

An Invested Member is defined as a school district that agrees to remain in the RVA as a Member of the Consortium for up to five fiscal years, under commitment both financially and through participation on the RVA Administrative Advisory Council and/or the RVA Governance Board. Typically, an Invested Member must first have successfully completed a partnership for a minimum of one (1) year as an Affiliated Member prior to becoming an Invested Member. The RVA Governance Board reserves the right to waive this Affiliated Membership period and offer a new Member direct access as an Invested Member in exceptional circumstances. The purpose of this five-year agreement is to provide school districts and other educational institutions a multi-year opportunity for their students to receive a virtual education without needing to have individual students open enroll to the District and for the requesting school district to access curriculum and educational services for use in the traditional school setting.

Invested Member Full-Time Virtual Student Tuition

For full-time virtual students, the RVA Governance Board will establish an Invested Member per student cost (tuition) based on the number of students enrolled in the RVA on a full-time equivalent (FTE) basis. The end of the year cost per district for full-time virtual learning services will be calculated using the total full-time virtual cost, subtracting the virtual school access fee, subtracting 94% of the Affiliated Member and open enrollment revenue received by the school's authorizing school district, subtracting credits and establishing a per student cost by dividing the remaining cost by the number of Invested Member students in the Consortium. Invested Members will be assessed the per student-cost, based on the number of students enrolled in the RVA from their district or other educational institution, in the following manner:

Invested Members will be annually charged the membership fees (virtual school access fee and District connect fee) and a prorated amount of estimated expenses equal to 25% of predicted year-end expenses on the first Friday of November with payment due by the last Friday of December. Open enrollment and tuition subsidy revenues will be excluded from this calculation.

End of the year reconciliation will be made based on increased or decreased enrollments. Enrollments will be calculated quarterly, i.e., a student enrolled after the beginning of the first quarter, but prior to the start of the second quarter will be calculated as a 1.0 FTE student (K4 = 0.6). A student enrolling after the second quarter, but prior to the

start of the third quarter will be calculated as a 0.75 FTE student (K4 = 0.45). Any student enrolled after the start of the third quarter, but prior to the fourth quarter will be calculated as a 0.50 FTE student (K4 = 0.3). Any student enrolled after the start of the fourth quarter, but prior to the fourth quarter billing date will be calculated as a 0.25 FTE student (K4 = 0.15). Consortium students leaving the RVA prior to the end of any quarter will only have the prorated amount of FTE time assessed for billing purposes. Any student who meets mid-year early graduation requirements will be calculated in full for the remainder of the year. Any student enrolling at the request of the member district past the fourth quarter billing date will be separately invoiced. Member districts will be invoiced following the first Friday but prior to May 15 in each fiscal year.

Tuition for Affiliated Members

Affiliated Member Program Description

An Affiliated Member is defined as a school district or other educational institution that joins the RVA by utilizing a shared virtual learning services agreement of one year or less. The purpose of this one-year agreement is to provide school districts and other educational institutions an opportunity for their students to receive a virtual education without needing to have individual students open enroll, for those districts and other educational institutions not to be compelled to sign a multi-year commitment in order for the requesting school district to access curriculum and educational services for use in the traditional school setting. Individual consortium agreements are to be developed cooperatively between the requesting district or other educational institutions and the RVA Governance Board.

Affiliated Member Full-Time Virtual Student Tuition

The D.C. Everest Area School District will be assessed at an agreed per student cost (tuition). Tuition will be prorated to the number of days of enrollment by each participating student. Tuition is determined to be the annual public school open enrollment dollar amount determined by the DPI on an annual basis **less \$X per student**. Different open enrollment dollar amounts exist for both regular and special education students. This amount is variable and billed at the end-of-year reconciliation.

7. **Engagement Credit.** Members may elect to apply for the “RVA Engagement Credit” on an annual basis. This financial credit is awarded to Members who apply and demonstrate success based on their engagement with the RVA. This financial credit is intended to further incentivize and deepen this engagement between the RVA and the Member. By meeting and exceeding the basic expectations of our shared partnership, RVA Members can earn financial credits to reduce their year-end RVA costs. Engagement refers to a variety of usage, participation, and cooperation with RVA’s

services, timelines, and expectations. The financial credit amount varies annually. If the RVA receives more fully successful applicants than it has money, annual credits will be prorated.

8. **Other Costs and Credits.** Other costs and credits will be assessed to Members for services, including but not limited to professional development per diems, special education services provided by the RVA, and associated technology purchases.
9. **Grant Reimbursements.** Notwithstanding any other provision of this Agreement, in the event that at any time before or after termination of the Charter Contract the School is liable to reimburse any grantor for grant funds received and expended by the School, each Member who is a Member on the first day of the fiscal year in which such liability arises shall be responsible for a share of the reimbursement amount, with such share to be calculated based on the proportion of each Member's number of resident students who were at the School during such fiscal year.
10. **Admissions.** RVA shall be open to students in K4 through Grade 12. Admission policies and procedures of the School shall be as provided in the Charter Contract. The RVA Governance Board shall determine the overall school and class sizes. The District shall determine the number of regular education and special education open enrollment spaces available within the District, including the RVA, based on class size limits, pupil-teacher ratios, and enrollment projections, in accordance with § 118.51(5)(a)(1), Wis. Stats. In the event the number of students seeking to enroll in the School exceeds the enrollment limits, admission preference shall be given in accordance with §§ 118.40(3)(g) and 118.51(3)(a)2., Wis. Stats. Applicants from school districts in the Consortium do not receive preferential admissions over open-enrolled applicants.
11. **Statutory Operator and Fiscal Agent.** The District shall be the operator and Fiscal Agent for the School for all grants, administrative services, and operations, and perform the following tasks on behalf of the School:
 - a. Establish and maintain records in accordance with the uniform financial accounting system prescribed by the DPI under § 115.28(13), Wis. Stat.
 - b. File all required District reports with the DPI.
 - c. Upon request of the DPI, file a copy of this Agreement and/or the Charter Contract and the plan of operation of the School with the DPI.
12. **Additional Services Provided by Fiscal Agent.** Fiscal Agent shall provide the following services to the School:

- a. **Administrative Services.** Fiscal Agent will provide operations and administrative services such as purchasing, accounting, bookkeeping, risk management, auditing, cash management, pupil services, and record keeping.
- b. **Special Education.** Each Member shall be considered the Local Education Agency (“LEA”) for purposes of its own resident students attending the School. Fiscal Agent shall be considered the LEA for students open enrolled in the Fiscal Agent’s school district and attending the School. In the event that special education services are not provided by a Member’s school district and such services are instead provided by the School on behalf of such Member, the Fiscal Agent shall be reimbursed by the Member for the services provided.
- c. **Liability Insurance.** The Fiscal Agent or RVA Governance Board shall provide insurance for all operations and personnel involved in the operations and governance of the School, including without limitation, commercial general liability, umbrella, school leader’s error and omission/educators’ legal liability, fidelity bond/crime, fire and extended coverage and property damage for those acts reasonably related to the operations of the School. Liability for claims and judgments of any nature whatsoever, arising out of the activities under this Agreement and operation of the School, not covered by liability insurance, shall be shared by the participating Members jointly and severally.
- d. **Teacher Licensure and Staff Background Checks.** Fiscal Agent, or a third-party agency contracted by Fiscal Agent for employment purposes, shall ensure that all staff providing services to the School hold current and appropriate licenses or permits as required by law and shall also conduct all required pre-employment background screening for all prospective staff of the School.
- e. **Student Discipline.** Students at the School will be subject to Fiscal Agent’s policies and procedures for discipline. In the event a disciplinary action triggers due process obligations under state or federal law, the D.C. Everest Area School District, as the LEA, will be responsible for meeting such obligations.
- f. **Audit.** Funds provided by or procured for the School are subject to Fiscal Agent’s fiscal accounting procedures, including audits, and will be included in Fiscal Agent’s financial statements as determined by its audit team.

13. **Personnel Costs.** Fiscal Agent shall pay all personnel costs for the staff of the School and shall be reimbursed for such costs from the Approved Annual Budget.

14. **Indemnification of Fiscal Agent by Other Members.** Each Member, other than the Member serving as Fiscal Agent, hereby holds harmless, defends and indemnifies Fiscal Agent (and its board of education and all of its affiliates, officers, employees and

representatives) from and against each and every demand, claim, loss, liability, or damage of any kind, including actual attorney's fees and expenses, whether in tort or contract, whether personal injury or property damage, arising from or in connection with Fiscal Agent's performance of its duties.

15. Joint Responsibilities. The Members shall perform the actions below jointly and collaboratively.

- a. **Charter Contract.** The RVA Governance Board shall decide upon the renewal or non-renewal of the Charter Contract. No Member shall be obligated to agree to a renewal of the Charter Contract at the expiration of the contract's term. If the circumstances arise, the Members shall decide, pursuant to the Charter Contract and upon the recommendation of the District's Board of Education, whether grounds exist to terminate the Charter Contract, and if so, whether the contract should be terminated.
- b. **Insurance.** Each Member shall name all other Members to this Agreement as Additional Insureds on all insurance policies applicable to students attending the School.
- c. **Decision-Making and Dispute Resolution.** To the extent not otherwise set forth in this Agreement or the Charter Contract, the Members agree to jointly contribute to the ongoing development and implementation of the School. Unless stated otherwise herein, decision-making as to any matter shall be made by majority vote of the RVA Governing Board. In the event a dispute, claim, question, or disagreement among the Members cannot be resolved by majority vote or other provisions of this Agreement, the Members shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests and the interests of the School and its students and staff, attempt to reach a just and equitable solution satisfactory to the Members. If they do not reach such solution within a period of sixty (60) days, then the Members agree to first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure.

16. Membership Renewal; Member Withdrawal.

- a. **Invested Members.**

Each Invested Member's rights and obligations under this Agreement ("Invested Membership") begin on the date hereof and continue until **June 30, 2030**

(“Invested Membership Term”). An Invested Member may renew its Invested Membership for subsequent five (5) year terms thereafter (each a “Renewal Term”) so long as such Invested Member is not in default of any provision of this Agreement or removed by the other Members as set forth in Section 16 below.

Any Invested Member may apply to terminate membership from the Consortium for the succeeding year provided the written request is made prior to the RVA Governance Board’s regular January/ February meeting. If the majority of RVA Governance Board members veto the request of termination, the request shall be denied and membership shall continue until June 30 of the succeeding/following fiscal year. After this time, Invested Members requesting termination may withdraw from future membership. Any outstanding obligations under this Agreement of a Withdrawn Member shall survive such Withdrawn Member’s withdrawal.

b. Affiliate Members

Each Affiliate Member’s rights and obligations under this Agreement (“Affiliate Membership”) begin on July 1, 2026 and continue until June 30, 2027 (“Initial Membership Term”). An Affiliate Member may renew its Affiliate Membership for subsequent one (1) year term thereafter (each a “Renewal Term”) so long as such Affiliate Member is not in default of any provision of this Agreement or removed by the other Members as set forth in Section 16 below.

In the event an Affiliate Member desires to withdraw from this Agreement and terminate all of its rights and obligations herein upon conclusion of the Initial Membership Term or any Renewal Term, such Affiliate Member (“Withdrawn Member”) must provide notice in writing to the RVA Administrator at least six (6) months prior to the end of such term. Any outstanding obligations under this Agreement of a Withdrawn Member shall survive such Withdrawn Member’s withdrawal.

17. **Member Removal.** The Members may, by Supermajority Vote (defined below), determine that a Member’s Membership should be terminated and that such Member (“Removed Member”) be removed as a party to this Agreement. The Members may remove a Member for any reason, including, but not limited to, the Removed Member’s continually low enrollment numbers, poor cooperation with Members, denial of, or prohibitive actions taken to deny, access to the School of resident students, denial of open enrollments by Members to the District to attend the School, lack of timeliness in satisfying its obligations under this Agreement, or insufficient efforts marketing the School to its resident students. If such a vote occurs during a school year, such termination shall take effect upon conclusion of the current fiscal year and the Removed

Member's obligations under this Agreement shall remain in effect until such time. If such a vote occurs after the conclusion of a school year and prior to the following school year, then such termination shall be effective immediately for the following school year. Any outstanding obligations under this Agreement of a Removed Member shall survive such Removed Member's removal. "Supermajority Vote" shall mean the affirmative vote, approval, or consent, as the case may be, of seventy-five percent (75%) or more of the RVA Governance Board. The District agrees to uphold a Supermajority Vote of the RVA Governance Board.

18. Default. In the event a Member fails to perform any of its obligations under this Agreement, the Member shall be in default if it fails to fully cure the nonperformance within thirty (30) days after such notice is received. In the event of a default, RVA Governance Board may take any of the following actions: (1) jointly pay any deficient cost contributions or Consortium Membership Fees of the defaulting Member as needed and determined by the performing Members; (2) terminate the defaulting Member's Membership and terminate such Member's status as a party to this Agreement immediately or at a future date; and (3) pursue all other rights and remedies available to the Members by law. The District agrees to uphold the recommendation of the RVA Governance Board.

19. Miscellaneous.

- a. **Governing Law.** This Agreement shall be governed by the law of the State of Wisconsin. If this Agreement references a provision of the Wisconsin Statutes or United States Code or implementing code, rule, or regulation, and such provisions, code, rule, or regulation is subsequently amended, such reference in this Agreement shall be deemed to be amended to conform to the amended provision, code, rule, or regulation.
- b. **Entire Agreement.** This Agreement sets forth the entire agreement between the Members with respect to the subject matter of this Agreement. All prior agreements, contracts, representations, statements, negotiations, understandings and undertakings are superseded by this Agreement.
- c. **Severability.** If any term or provision of this Agreement shall be found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, the same shall not affect the other terms or provisions hereof or the whole of this Agreement, but such term or provision shall be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights and obligations of the Members shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent the agreements of the Members herein set forth.

- d. Amendments. No amendment to this Agreement shall be effective unless authorized by the RVA Governing Board and the District.
- e. Assignment. This Agreement is not assignable by any Member without the prior written consent and approval of the RVA Governing Board and the District.
- f. Non-waiver. Except as provided herein, no term or provision of this Agreement 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 Member claimed to have waived or consented. No consent by any Member to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute consent to, waiver of, or excuse of any different or subsequent breach or default.
- g. Force Majeure. If any circumstances occur which are beyond the control of a Member, which delay or render impossible the obligations of such Member, the Member's obligation 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.
- h. Counterparts: Signature by Facsimile or Electronic Mail. This Agreement may be signed in counterparts, which shall together constitute the signed original Agreement. A signature delivered by facsimile or electronic mail shall be considered an original for purposes of this Agreement.

IN WITNESS WHEREOF, the Members have caused this Agreement to be executed by their duly authorized representatives as of the date written below. Through their signatures, the representatives of the Members confirm that they have full authority to execute this Agreement.

D.C. EVEREST AREA SCHOOL DISTRICT

By: _____
School Board President

ATTEST: _____
School Board Clerk

Date: _____

Date: _____

MEDFORD AREA PUBLIC SCHOOL DISTRICT

By: _____
School Board President

ATTEST: _____
School Board Clerk

Date: _____

Date: _____

RURAL VIRTUAL ACADEMY CHARTER SCHOOL, INC.

By: _____
Governance Board President

Date: _____