

AGREEMENT

This Agreement is entered into by and between Vicksburg Community Schools (the "District"), a Michigan general powers school district, and Lighthouse Virtual Connections, Inc., of Marcellus, Michigan ("Lighthouse"), collectively, the "Parties.

Whereas, the District is organized and operated as a general powers school district under the Michigan Revised School Code, MCL 380.1 *et seq.*, and has the powers, authority, and duties specified therein, including the authority to enter into agreements with other entities, public or private, as part of performing the functions of the school district; and

Whereas, Lighthouse is a Michigan for-profit corporation in good standing, organized and operating under that laws of, and domiciled in, the State of Michigan; and

Whereas, the District seeks to enter into this Agreement for the purpose of working collaboratively with Lighthouse to provide instruction to students.

Now, therefore, in consideration of their mutual undertakings, the District and Lighthouse agree as follows:

1) **Term and Termination.**

- a. This Agreement is effective September 1, 2019, and shall continue through June 30, 2020. Either party may terminate this Agreement at any time before June 30, 2020 by providing the other party with written notice of cancellation at least 30 calendar days in advance of the cancellation date.
- b. This Agreement shall automatically terminate on June 30, 2020 unless the Parties agree, in writing, to extend the Agreement.

2) **The Program.** The District will provide virtual courses for students in grades K-12 in accordance with the Michigan Pupil Accounting Manual, including Sections 5-E and 5-O-D. The District will utilize Lighthouse's online platform for all course curricular materials, subject to approval by the District's Board of Education. The District's virtual program is referenced as the "Program" throughout this Agreement.

3) **Teachers.** All teachers employed to provide Program services under this Agreement will be employees of the District. The District is responsible for the salaries and benefits of the teachers in accordance

with any applicable law, collective bargaining agreement, or memorandum of understanding with any impacted labor organization.

- a. District teachers employed to provide services under this Agreement will be certified and, to the extent required by law, highly qualified to teach the courses for which they are assigned.
 - b. The District, in consultation with Lighthouse, will select and assign the personnel who will perform the services under this Agreement. Lighthouse will promptly transmit to the District, in writing, any complaints or performance concerns it has pertaining to District employees assigned to perform services under this Agreement. The District, in its sole discretion, will make reasonable attempts to address any such complaints and concerns and will notify Lighthouse if it transfers or reassigns any teacher assigned to provide services under this Agreement.
 - c. The District is solely responsible for supervising and evaluating District employees assigned to provide services under this Agreement. District officials may take all steps necessary to observe, evaluate, or otherwise ensure that the terms of this Agreement are being fulfilled.
 - d. District teachers assigned to provide services under this Agreement will be subject to the District's personnel policies and procedures.
 - e. The District will ensure that all teachers are fingerprinted and that background checks have been conducted as required under the Michigan Revised School Code before they may begin employment.
- 4) **Other Personnel.** Lighthouse will conduct fingerprint and background checks, at Lighthouse's own expense, on all individuals who will have any contact with students. Lighthouse will provide the District proof of compliance with this subsection before any individual is permitted to have contact, virtually or in person, with any student. No individual who has been convicted of sexual misconduct will be permitted to have any contact with any student at any time. Lighthouse is responsible for ensuring that any individual who provides direct or indirect curricular offerings to pupils as part of an optional or required course or who has unsupervised contact with pupils as part of such a course, is subject to the requirements under sections 1230, 1230a, 1230b, 1230c, 1230d, 1230e, and 1230g of the revised school code, MCL 380.1230, 380.1230a, 380.1230b, 380.1230c, 380.1230d, 380.1230e, and 380.1230g, as if the individual is offered full-time or part-time employment in the district, is an employee of the district, or is assigned

to regularly and continuously work under contract in any of its schools, as applicable.

- 5) **Students in the Program.** The Program is open and available to the following students:
 - a. All students in grades K-12 enrolled in the District; and
 - b. Home-schooled and non-public students pursuant to Section 166b(1), MCL 388.1766b(1).

- 6) **Lighthouse Duties.** Lighthouse will undertake the following obligations under this Agreement:
 - a. Provide marketing and recruiting services for the Program, including, but not limited to advertising and marketing the Program to increase enrollment numbers.
 - b. Draft and propose a class schedule, subject to District approval. Such class schedule will ensure that current District students are able to enroll in the Program on the same basis as their nonpublic peers.
 - c. Draft and propose any optional experience schedule, subject to District approval. Lighthouse will ensure that all current District students are able to participate in the optional experiences on the same basis as their nonpublic peers. Lighthouse agrees and understands that any optional experience, including field trips, must be offered on a schedule that ensures that the experience is available to the majority of full-time pupils in membership in the District in the same grade level or age group as pupils participating in the course and enrolled in the district under section 166b.
 - d. Obtain parental consent for each student to participate in virtual courses.
 - e. Ensure that all courses offered to nonpublic students are not "core" or "essential" courses.
 - f. Assist the District with facilitating student enrollment, as requested by the District.
 - g. Monitor student progress to ensure students engage in weekly two-way interactions that relate to the virtual course(s) on the student's schedule both during the count period and throughout the school year.
 - h. Ensure that the teacher of record is adequately monitoring student progress in each course and reporting grades to the District, consistent with the District's grading policies.
 - i. Lighthouse may be required to modify the Program to enable students with disabilities to participate.

- 7) **District Duties.** The District agrees to undertake the following obligations under this Agreement:
- a. Ensure each student meets membership eligibility requirements pursuant to the State School Aid Act and enter student information into the District's student enrollment system.
 - b. Oversee and approve the development of class schedules and optional experience schedules.
 - c. Ensure that each course offered through Lighthouse is approved by the District's Board of Education before students are permitted to enroll and is capable of generating credit towards the student's diploma or grade progression.
 - d. For students who enroll in more than two virtual courses in a semester, ensure that such enrollment is in the best interests of the student and, as necessary, develop an educational development plan for the student, in collaboration with the student. The District understands that an educational development plan is not required for students enrolled under Section 166b.
 - e. The District will assign a mentor to each student in the program.
 - f. The District will issue transcripts for all students enrolled in the Program.
 - g. The District is responsible for locating, evaluating, and identifying all students in the Program who are students with disabilities.
- 8) **Program Costs.** Lighthouse will invoice the District monthly for the cost of the Program, as follows:
- a. The District will pay to Lighthouse 60% of the foundation allowance received for each Program student.
 - b. Payments to Lighthouse shall be made on a prorated, monthly basis for each of the following months: XXXXX – School Specific.
 - c. The District will not pay Lighthouse for any student for whom the District does not:
 - i. claim state aid or
 - ii. receive state aid.
 - d. The District will determine, in its sole discretion, whether to claim any individual student for state aid.
 - e. In the event state aid is adjusted by the ISD or the State in an amount less than or equal to one month's payment to Lighthouse (as outlined in paragraphs 8.a. and 8.b. of this Agreement), the deduction in payment to Lighthouse will be reflected in the June payment.
 - f. In the event the Program is audited by the ISD or the State, all payments will be suspended until the audit is complete.

- g. If, as a result of an audit, the District is required to repay state aid in an amount greater than one month's payment to Lighthouse (as outlined in paragraphs 8.a. and 8.b. of this Agreement), Lighthouse will reimburse the District for all payments made to Lighthouse that were determined by an audit to be disallowed. Repayment terms are as follows:
- i. Lighthouse will repay the District the full amount owed under this section within 60 business days of the District's receipt of an audit finding.
 - ii. The District may, in its sole discretion, appeal any audit findings.
 - iii. The decision to appeal or the fact that an appeal is pending does not impact Lighthouse's obligation to repay the money owed within 60 business days.
 - iv. In the event the District is permitted to delay or spread a state aid deduction related to an audit appeal, Lighthouse will remain obligated to repay the District the full amount owed within 5 business days of the District's receipt of an audit finding.
 - v. In the event the District recoups state aid through an audit appeal, amounts owed to Lighthouse under this Agreement will be paid to Lighthouse, without interest, fees, or penalties, within 30 days.
- 9) **Estimated Program Cost Breakdown:**
- a. The following is an estimated breakdown of anticipated costs. This is for illustrative purposes only and in no way guarantees payment of the amounts in this paragraph.

XXXXXX – School specific to student count.

- 10) **Student Conduct and Discipline.** Students in the Program are subject to the District's student code of conduct, which the District will publish and distribute to applicable students. The District may in accordance with law suspend, remove or otherwise discipline any student in attendance at the Program.
- 11) **Records.** The District will maintain records of student attendance, behavior, progress, grades and achievements as may be required by law. The District will maintain records for students in the Program in a manner comparable to the manner it maintains records for its resident students.
- 12) **FERPA.** The Parties acknowledge that Lighthouse employees have been

designated, in accordance with the Family Educational Rights and Privacy Act ("FERPA"), as District school officials with a legitimate educational interest in certain student educational information. 34 CFR 99.7. Education records do not lose their status as "education records" and remain subject to FERPA when shared with or held in Lighthouse's possession. 34 CFR 99.8(c)(2).

- 13) **Confidentiality of Student Information.** Lighthouse acknowledges that its employees and agents may receive or have access to information that may be considered student education records and other data subject to confidentiality requirements of FERPA, the Individuals with Disabilities Education Act ("IDEA"), the Michigan Mandatory Special Education Act ("MMSEA"), the National School Lunch Act, the Michigan Revised School Code, and their underlying regulations. Lighthouse acknowledges that, to the extent its employees and agents may receive and have access to such data and records, it will require that its agents and employees, as a condition of employment, acknowledge and agree to comply with the above-referenced Acts and their regulations, and further agree that they **will not** photograph, record, copy, disseminate, convey, or re-disclose any video images, photos, student data, or education records without the express written consent of the District or the student's parent/guardian or eligible students, except as permitted by law.
- 14) **Non-Exclusive.** The District may, in its discretion, enter into agreements with one or more other schools or entities for the purpose of providing diverse programming to students.
- 15) **Severability.** The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement, and to this end, the provisions of this Agreement are severable.
- 16) **Further Matters.** Each Party agrees to perform such additional acts and execute such additional documents as are reasonably necessary to carry out the terms of this Agreement.
- 17) **Notices.** Notices or other communications required or permitted under this Agreement shall be in writing, and shall be deemed to be duly given on the day of service if served personally, or three days after delivery to the United States Postal Service for regular mail service to the attention of the District's Superintendent at the District's address as listed alongside its signatory line at the end of this Agreement for the

District or to the attention of Donald Korff at Lighthouse at the address listed alongside its signatory line at the end of this Agreement.

- 18) **Choice of Law.** This Agreement shall be interpreted and enforced under the laws of the State of Michigan applicable to contracts made and to be performed entirely within such State without giving effect of choice of law principles of such State. The Parties irrevocably consent to the jurisdiction of the Courts of Michigan to determine all issues which may arise under this Agreement.
- 19) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same agreement.
- 20) **Signer's Representation.** Each signer of this Agreement personally represents and warrants that s/he has been expressly authorized to sign this Agreement.
- 21) **Public Records.** The Parties acknowledge that this Agreement and documents related to the Program may be public records within the meaning of Michigan's Freedom of Information Act (" FOIA"), MCL 15.231, *et seq.*, as amended, and may therefore be subject to disclosure pursuant to a request made under FOIA.
- 22) **Assignment.** Lighthouse will not assign this Agreement nor its rights and duties under this Agreement without prior written consent from the District.
- 23) **Nondiscrimination.** Lighthouse agrees not to discriminate against any student, parent, prospective student or parent, teacher, vendor, contractor, or other individual based on race, color, national origin, sex, familial status, disability, or any other protected classification recognized by state or federal law.
- 24) **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties and supersedes any prior or concurrent agreements, written or oral, regarding the release of claims and settlement. This Agreement may only be modified in writing when executed by both Parties.

Vicksburg Community Schools

_____ Dated: _____

By: Keevin O’Neill
Its: Superintendent

Board of Education Meeting Date of Board Action:

LIGHTHOUSE VIRTUAL CONNECTIONS, INC

_____ Dated: _____

By: _____
Its: _____

Meeting Date of Board Action:
