


Charter Holder Status Amendment Request

Charterholder Info

Charter Holder	Representative
Name: Primavera Technical Learning Center	Name: Damian Creamer
CTDS: 07-89-26-000	Phone Number: 480-456-6678
Mailing Address: 2471 N. Arizona Ave. Chandler, AZ 85225	Fax Number: 480-820-2168
> View detailed info	

Downloads

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Status Type

Type of status change

Change in ownership of the Charter Holder

Description of Changes

Change From:
Change Primavera Technical Learning Center from non-profit

Change To:
To American Virtual Academy for-profit

Attachments

Board Minutes —  [Download File](#)

Copy of amendment to Articles of Incorporation filed with the Arizona Corporation Commission —  [Download File](#)

Provide information regarding any payment, benefit or consideration received or to be received by any party in the transition —  [Download File](#)

Additional Supporting Materials —  [Download File](#)

Additional Information*
No documents were uploaded.

Signature

Charter Representative Signature
Damian Creamer 06/01/2015

Primavera Board Minutes

Minutes of the Special Meeting of the Governing Board of Primavera Technical Learning Center

**May 21, 2015
6:30 p.m.**

A special meeting of the Primavera Technical Learning Center Governing Board was convened on May 21, 2015 at 6:37 p.m. at 2471 N. Arizona Avenue, Chandler, AZ 85225. Present in person and via conference call were the following Board Members, staff, and guests.

Present: Brian Johnson, Board President
Roman Yasinsky, Board Secretary
Jeremy Ferrell, Board Member
Scott Graybeal, Board Member
Troy Wallin, Board Member
Christopher Wilkowski, Board Member
Xavier Orozco, Board Member

Staff: Damian Creamer, Chief Executive Officer
Mori Creamer, Superintendent/Chief Academic Officer

Roll Call

Brian Johnson conducted a roll call, determined that a quorum was present and called the meeting to order.

Executive Session

Brian Johnson motioned to move into Executive Session pursuant to A.R.S. 38-301.03(A)(3) to consult with and receive legal advice from its attorney. Troy Wallin seconded the motion. The motion passed unanimously and the Board moved into Executive Session.

Regular Session

When the Board came out of Executive Session, it reported a discussion was held with legal counsel regarding the action items outlined on the agenda, specifically:

- The practical and legal implications of not renewing Primavera's charter contract.

- In connection therewith, the Board discussed the challenging financial projections for Primavera, including increased costs of operating the school and acquiring students. The Board discussed the fact that economic trends and the costs of upgrading the company's engines (i.e., curriculum development, etc.) indicate that Primavera will shortly cease generating excess revenue and that, therefore, the corporation's reserves will fall over time. The Board also discussed the value, if any, of the charter contract upon its expiration.
- Board members addressed the legal issues and any related concerns with counsel, including questions concerning the Board members' fiduciary duties and duty to act independently and in the best interests of the entity and its mission. The Board members discussed the future of Primavera.
- The Board was informed about American Virtual Academy's plan for the transition of students from Primavera to AVA and steps to be taken to assure a seamless transition if the proposed assignment is approved.
- The Board discussed the impact of the proposed assignment on the employees of Primavera. The Board members also discussed the potential for providing a better educational product and other possible effects of the proposed assignment. The Board also discussed the legal issues presented by the proposed assignment including questioning of legal counsel.

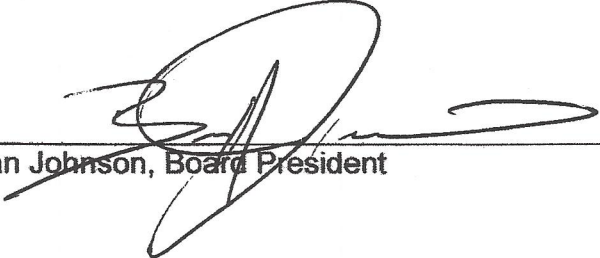
Action Item(s) for Approval from Executive Session

1. After exiting Executive Session, the following motions were made and votes taken:
 - A. Board Member Brian Johnson moved that Primavera not renew the charter contract expiring June 30, 2016, subject to approval by the Arizona State Charter Board, of an assignment of the charter contract to American Virtual Academy. Board Member Troy Wallin seconded the motion. The motion passed unanimously.
 - B. Board Member Brian Johnson moved that the Board approve the assignment of its charter contract to American Virtual Academy effective July 1, 2016. Board Member Roman Yasinsky seconded the motion. The motion passed unanimously.
 - C. Board Member Brian Johnson moved that the Board approve the proposed Transfer Agreement between Primavera and American Virtual Academy setting forth the terms and conditions of the charter contract assignment. Board Member Troy Wallin seconded the motion. The motion passed unanimously.
 - D. Board Member Brian Johnson moved that the Board instruct staff to schedule a Board meeting for the specific purpose of presenting a discussion of the possible uses of Primavera funds and the legal issues associated therewith. Board Member Jeremy Ferrell seconded the motion. The motion passed unanimously.

Adjournment

There being no further business of the Board, Board Member Brian Johnson moved that the meeting be adjourned. Board Member Troy Wallin seconded the motion. The motion passed unanimously. The meeting was adjourned at 8:00 p.m.

Respectfully submitted,



Brian Johnson, Board President

05/21/2015

Date

American Virtual Academy Board Minutes

**American Virtual Academy
Corporate Board Meeting Minutes**

**Friday, May 22, 2015
11:30 a.m.**

A corporate Board Meeting of the American Virtual Academy convened on May 22, 2015, 11:30 a.m., at 2421 N Arizona Avenue, Chandler, AZ 85225.

Present: Damian Creamer, Chief Executive Officer (CEO)

Call to Order

1. Damian Creamer called the Corporate American Virtual Academy Board meeting to order.

Action Items for Approval:

Discussion and Approval of American Virtual Academy Bylaws

1. The Board reviewed and considered adoption of the Corporate Bylaws of American Virtual Academy. Damian Creamer moved that the Board approve adoption of the Bylaws. Damian Creamer seconded the motion which was passed unanimously.

Review and possible acceptance of Primavera Technical Learning Center Charter Contract

1. The Board reviewed and considered acceptance of the Primavera Technical Learning Center Charter Contract. Damian Creamer moved that the Board authorize the Company to accept the Charter Contract. Damian Creamer seconded the motion which was passed unanimously.

Review and possible acceptance of the Transfer Agreement between Primavera Technical Learning Center as Transferor, and American Virtual Academy as Transferee

1. The Board reviewed and considered the proposed Transfer Agreement between Primavera Technical Learning Center as Transferor, and American Virtual Academy as Transferee. Damian Creamer moved that the Board authorize the Company to accept and

enter into the Transfer Agreement between Primavera Technical Learning Center as Transferor, and American Virtual Academy as Transferee. Damian Creamer seconded the motion which was passed unanimously.

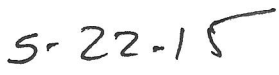
Appointment of the American Virtual Academy School Governing Board

1. The Board reviewed and considered the appointment of Brian Johnson, Jeremy Ferrell, Scott Graybeal, Christopher "Kip" Wilkowski, Xavier Orozco, Troy Wallin, and Roman Yasinsky as American Virtual Academy School Governing Board Members. Damian Creamer moved that the Board appoint Brian Johnson, Jeremy Ferrell, Scott Graybeal, Christopher "Kip" Wilkowski, Xavier Orozco, Troy Wallin, and Roman Yasinsky. Damian Creamer seconded the motion which was passed unanimously.

With nothing further to review or approve, the American Virtual Academy Corporate Board meeting adjourned at 11:45 a.m.



Damian Creamer, Chief Executive Officer/President



Date

American Virtual Academy
Original Articles of Incorporation

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

I, Michael P. Kearns, Interim Executive Director of the Arizona Corporation Commission, do hereby certify that the attached copy of the following document:

ARTICLES OF INCORPORATION, 11/15/2000

consisting of 5 pages, is a true and complete copy of the original of said document on file with this office for:

THE AMERICAN VIRTUAL ACADEMY, INC.
ACC file number: -0968678-2



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: March 6, 2009.

A handwritten signature in cursive script, likely of Michael P. Kearns, written over a horizontal line.

Interim Executive Director

By:

A handwritten signature in cursive script, written over a horizontal line, representing the official who signed the document.

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1347

PROFIT
CERTIFICATE OF DISCLOSURE
A.R.S. §10-202.D

The Institute for Educational Development, Inc.
EXACT CORPORATE NAME

A. Has any person serving either by election or appointment as officer, director, trustee, incorporator and persons controlling or holding over 10% of the issued and outstanding common shares or 10% of any other proprietary, beneficial or membership interest in the corporation:

1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
 - (a) involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
 - (b) involved the violation of the consumer fraud laws of that jurisdiction?; or
 - (c) involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes _____ No X

B. If YES, the following information MUST be attached:

1. Full name, prior name(s) and aliases, if used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. Social Security number.
7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

C. Has any person serving as an officer, director, trustee or incorporator of the corporation served in any such capacity or held or controlled over 20% of the issued and outstanding common shares, or 20% of any other proprietary, beneficial or membership interest in any corporation which has been placed in bankruptcy, receivership or had its charter revoked, or administratively or judicially dissolved by any state or jurisdiction?

Yes _____ No X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name (including aliases) and address of each person involved.
3. State(s) in which the corporation:
 - (a) Was incorporated. (b) Has transacted business.
4. Dates of corporate operation.
5. Date and case number of Bankruptcy or date of revocation/administrative dissolution.

D. The fiscal year end adopted by the corporation is December 31st

Under penalties of law, the undersigned incorporator(s)/officer(s) declare(s) that I/we have examined this Certificate, including any attachments, and to the best of my/our knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY [Signature]

PRINT NAME Damian P. Creamer

TITLE Director DATE 11-14-00

BY [Signature]

PRINT NAME VANESSA B. CREAMER

TITLE Director DATE 11-14-00

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. If within sixty days, any person becomes an officer, director, trustee or person controlling or holding over 10% of the issued and outstanding shares or 10% of any other proprietary, beneficial, or membership interest in the corporation and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by at least one duly authorized officer of the corporation.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

CF: 0022 - Business Corporations
Rev: 3/00

12/8/60 ✓
12-06-60
C968678-2
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ARTICLES OF INCORPORATION
OF

The Institute for Educational Development, Inc.

ARTICLE I
NAME

The name of the corporation shall be The Institute for Educational Development, Inc.

ARTICLE II
PURPOSE

The purpose for which the corporation is organized is the transaction of any or all lawful business for which corporations may be incorporated under the laws of Arizona.

ARTICLE III
INITIAL PURPOSE

The corporation initially intends to conduct the business of educational administration services.

ARTICLE IV
AUTHORIZED STOCK

The amount of authorized capital stock of the corporation shall be One Hundred Thousand (100,000) shares of common stock with no Par Value. The shares issued shall be subject to the preemptive right of each shareholder to purchase the shares of the other shareholder before these shares are offered for sale or exchange, all in accordance with the procedures to be established in the By-Laws of the corporation.

ARTICLE V
STATUTORY AGENT

The name and address of the initial statutory agent is:

James W. Ericksen
1834 E. Baseline, Suite 101
Tempe, AZ 85283

**ARTICLE VI
DIRECTORS**

The business and affairs of the corporation shall be conducted by a Board of Directors in the number set forth in the By-Laws of the corporation. The number of directors constituting the initial Board of Directors is two (2). The names and addresses of the persons who are to serve as directors until the first annual meeting of shareholders or until the successors shall be elected and qualified are:

Damian P. Creamer	Vanessa B. Creamer
3719 E. Inverness, Lot #12	3719 E. Inverness, Lot #12
Mesa, AZ 85206	Mesa, AZ 85206

**ARTICLE VII
INCORPORATORS**

The names and addresses of the persons acting as incorporator of this corporation are as follows:

Damian P. Creamer	Vanessa B. Creamer
3719 E. Inverness, Lot #12	3719 E. Inverness, Lot #12
Mesa, AZ 85206	Mesa, AZ 85206

**ARTICLE VIII
INDEMNIFICATION**

The corporation shall indemnify all of its existing and former directors, officers, employees, and agents to the fullest extent permissible under the law or as provided in the Bylaws of the corporation or by agreement.

**ARTICLE IX
DIRECTOR LIABILITY**

A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for breach of fiduciary duty as a director, except for liability for any of the following:

(a) any breach of the director's duty of loyalty to the corporation or its shareholders,

(b) acts or omissions which are not in good faith or which involve intentional misconduct or a knowing violation of law,

(c) authorizing the unlawful payment of a dividend or other distribution on the corporation's capital stock or the unlawful purchase of its capital stock,

(d) any transaction from which the director derived an improper personal benefit.

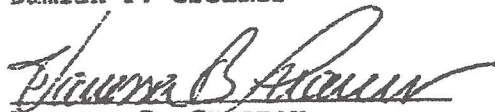
Any repeal or modification of the foregoing shall not adversely affect any right or protection of a director of the corporation existing hereunder with respect to any act or omission occurring prior to or at the time of such repeal or modification.

ARTICLE X
DISTRIBUTIONS FROM CAPITAL SURPLUS

The board of directors may from time to time, distribute a portion of the assets of the corporation to its shareholders out of the capital surplus of the corporation, in cash or property.

IN WITNESS WHEREOF, the above named incorporators has hereunto set his hand this 14th day of November, 2000.


Damian P. Creamer


Vanessa B. Creamer

November 14, 2000

Arizona Corporation Commission
1300 West Washington
Phoenix, AZ 85007

RE: Acceptance of Statutory Agent Responsibilities

I, James W. Ericksen, agree to serve as the Statutory Agent for
The Institute for Educational Development, ^{Inc} until resignation or
replacement in accordance with the Arizona Revised Statutes.



James W. Ericksen
1934 E. Baseline, Suite 101
Tempe, AZ 85283

**American Virtual Academy
Amended Articles of Incorporation**

STATE OF ARIZONA



Office of the
CORPORATION COMMISSION

I, Michael P. Kearns, Interim Executive Director of the Arizona Corporation Commission, do hereby certify that the attached copy of the following document:

ARTICLES OF AMENDMENT, 12/07/2006

consisting of 3 pages, is a true and complete copy of the original of said document on file with this office for:

THE AMERICAN VIRTUAL ACADEMY, INC.
ACC file number: -0968678-2



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission on this date: March 6, 2009.

A handwritten signature in dark ink, appearing to read "Michael P. Kearns", written over a horizontal line.

Interim Executive Director

By :

A handwritten signature in dark ink, appearing to read "John J. [unclear]", written over a horizontal line.

AZ CORPORATION COMMISSION
FILED

DEC 07 2006

FILE NO. 0962678-2

ARTICLES OF AMENDMENT

A.R.S. §10-1006

FEE \$25.00 A.R.S. §122.A

THE INSTITUTE FOR EDUCATIONAL DEVELOPMENT
[Name of Corporation]

1. The name of the corporation is THE INSTITUTE FOR EDUCATIONAL DEVELOPMENT.
2. Attached hereto as Exhibit A is the text of each amendment adopted.
3. ☒ The amendment does not provide for an exchange, reclassification or cancellation of issued shares.
☐ Exhibit A contains provisions for implementing the exchange, reclassification or cancellation of issued shares provided for therein.
☐ The amendment provides for exchange, reclassification or cancellation of issued shares. Such actions will be implemented as follows:

4. The amendment was adopted the 22nd day of SEPTEMBER, 2006.

5. ☒ The amendment was adopted by the ☐ incorporators ☒ board of directors without shareholder action and shareholder action was not required. No shares have being issue
☐ The amendment was approved by the shareholders. There is (are) _____ voting groups eligible to vote on the amendment. The designation of voting groups entitled to vote separately on the amendment, the number of votes in each, the number of votes represented at the meeting at which the amendment was adopted and the votes cast for and against the amendment were as follows:

The voting group consisting of _____ outstanding shares of _____ [class or series] stock is entitled to _____ votes. There were _____ votes present at the meeting. The voting group cast _____ votes for and _____ votes against approval of the amendment. The number of votes cast for approval of the amendment was sufficient for approval by the voting group.

ARS §10-140 requires that changes to corporation(s) be executed by an officer of the corporation, whose file is to be changed.

CF: 0040
Rev: 09/05

NO. 0146 2.2

Dec. 7, 2006 3:13PM
primaveratech

The voting group consisting of _____ outstanding shares of _____
[class or series] stock is entitled to _____ votes. There were
_____ votes present at the meeting. The voting group cast _____ votes for and
_____ votes against approval of the amendment. The number of votes cast for approval of
the amendment was sufficient for approval by the voting group.

DATED as of this 25th day of SEPTEMBER, 2006.

THE INSTITUTE FOR EDUCATIONAL DEVELOP
[name of corporation]

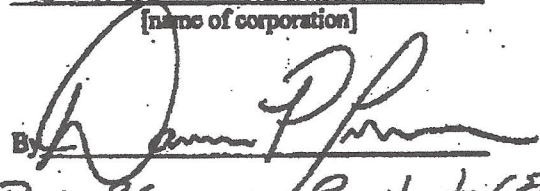
By 
Damian P. Creamer President & CEO
[name] [title]

Exhibit A

The Arizona corporation formerly known as The Institute for Educational Development, Inc. heretofore shall be known as The American Virtual Academy, Inc.

There are no shareholders in the Institute for Educational Development.

Submitted pursuant to *Articles of Amendment* for The Institute for Educational Development.

**American Virtual Academy
Certificate of Good Standing**

STATE OF ARIZONA



Office of the CORPORATION COMMISSION

CERTIFICATE OF GOOD STANDING

To all to whom these presents shall come, greeting:

I, Jodi A. Jerich, Executive Director of the Arizona Corporation Commission, do hereby certify that

*****THE AMERICAN VIRTUAL ACADEMY, INC.*****

a domestic corporation organized under the laws of the State of Arizona, did incorporate on November 15 2000.

I further certify that according to the records of the Arizona Corporation Commission, as of the date set forth hereunder, the said corporation is not administratively dissolved for failure to comply with the provisions of the Arizona Business Corporation Act; and that its most recent Annual Report, subject to the provisions of A.R.S. sections 10-122, 10-123, 10-125 & 10-1622, has been delivered to the Arizona Corporation Commission for filing; and that the said corporation has not filed Articles of Dissolution as of the date of this certificate.

This certificate relates only to the legal existence of the above named entity as of the date issued. This certificate is not to be construed as an endorsement, recommendation, or notice of approval of the entity's condition or business activities and practices.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Arizona Corporation Commission. Done at Phoenix, the Capital, this 15th day of May, 2015, A. D.



Jodi A. Jerich
Jodi A. Jerich, Executive Director

By: 1234293

**American Virtual Academy
Amended and Restated Bylaws**

AMENDED AND RESTATED BYLAWS
OF
THE AMERICAN VIRTUAL ACADEMY, INC.
(an Arizona corporation)

These Amended and Restated Bylaws ("Bylaws") are adopted by this corporation and are supplemental to Title 10 of the Arizona Revised Statutes ("A.R.S."), as the same shall from time to time be in effect.

ARTICLE I. NAME.

Section 101. Name. The name of the corporation is The American Virtual Academy, Inc. ("Corporation").

Section 102. State of Incorporation. The Corporation has been incorporated under the laws of the State of Arizona.

ARTICLE II. REGISTERED AND PRINCIPAL OFFICES.

Section 201. Statutory Agent and Registered Office. The statutory agent and registered office of the Corporation in the State of Arizona is Paracorp Incorporated, 300 W. Clarendon Avenue, Suite 230, Phoenix, AZ 85013.

Section 202. Offices. The principal office of the Corporation and any other offices of the Corporation shall be located at such places, within and without the State of Arizona, as the Board of Directors may from time to time determine or as the business of the Corporation may require.

ARTICLE III. MEETINGS OF SHAREHOLDERS.

Section 301. Place of Meetings. All meetings of the shareholders shall be held at such place or places, within or without the State of Arizona, as shall be determined by the Board of Directors from time to time.

Section 302. Annual Meetings. The annual meeting of the shareholders for the election of directors and the transaction of such other business as may properly come before the meeting shall be held at such place and at such time as the Board of Directors shall fix. Any business which is a proper subject for shareholder action may be transacted at the annual meeting, irrespective of whether the notice of said meeting contains any reference thereto, except as otherwise provided by applicable statute or regulation.

Section 303. Special Meetings. Special meetings of the shareholders may be called at any time by the Board of Directors, the President, or by the shareholders entitled to cast at least one-fifth of the vote which all shareholders are entitled to cast at the particular meeting.

Section 304. Conduct of Shareholders' Meetings. Subject to Section 803 hereof, the President shall preside at all shareholders' meetings, or, in his or her absence, any vice-president. The officer presiding over the shareholders' meeting may establish such rules and regulations for the conduct of the meeting as he or she may deem to be reasonably necessary or desirable for the orderly and expeditious conduct of the meeting. The revocation of a proxy shall not be effective until written notice thereof has been given to the Secretary of the Corporation.

Section 305. Notice of Annual and Special Meetings of the Shareholders. Unless A.R.S. Title 10 requires otherwise and subject to actions taken pursuant to Section 306 hereof, written notice of every meeting of the shareholders shall be given by, or at the direction of, any officer of the Corporation or any other authorized person, to each shareholder of record entitled to vote at the meeting at least 10 days prior to the day named for the meeting.

Section 306. Action by Shareholders in Lieu of Meeting. Pursuant to the authority granted in A.R.S. 10-704, any action required or permitted to be taken at a meeting of the shareholders or of a class of shareholders may be taken without a meeting upon the consent of shareholders who would have been entitled to vote on the action. Such an action taken shall be effective on the date that the last shareholder signs the consent or as otherwise provided in A.R.S. Title 10.

ARTICLE IV. DIRECTORS AND BOARD MEETINGS.

Section 401. Management by Board of Directors. The business and affairs of the Corporation shall be managed by its Board of Directors. The Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation, as amended, or by these Bylaws directed or required to be exercised or done by the shareholders.

Section 402. Nomination for Directors. Written nominations for directors to be elected at an annual meeting of shareholders, other than nominations submitted by the incumbent Board of Directors, must be submitted to the Secretary of the Corporation not later than the close of business on the fifth business day immediately preceding the date of the meeting. All late nominations shall be rejected.

Section 403. Number of Directors. The Board of Directors shall consist of not less than 1 director or more than 7 directors. The number of directors to be elected, subject to the foregoing limits, shall be determined by resolution of the Board of Directors. The directors shall be elected by the shareholders at the annual meeting of shareholders to serve until the next

annual meeting of shareholders. Each director shall serve until his or her successor shall have been elected and shall qualify, even though his or her term of office as herein provided has otherwise expired, except in the event of his or her earlier resignation, removal, or death.

Section 404. Resignations. Any director may resign at any time by delivering written notice to the Board of Directors or the President. Such resignation shall be effective when the notice is delivered, unless the notice specifies a later effective date or event.

Section 405. Compensation of Directors. No director shall be entitled to any salary as such; but the Board of Directors may fix, from time to time, a reasonable fee to be paid each director for his or her services in attending meetings of the Board.

Section 406. Regular Meetings. Regular meetings of the Board of Directors shall be held on such day and at such hour as the Board shall from time to time designate. The Board of Directors shall meet for reorganization at the first regular meeting following the annual meeting of shareholders at which the directors are elected. Notice of regular meetings of the Board of Directors need not be given.

Section 407. Special Meetings. Special meetings of the Board of Directors may be called by the Chair of the Board or the President and shall be called whenever one or more members of the Board so request in writing. Notice of the time and place of every special meeting, which need not specify the business to be transacted thereat and which may be either verbal or in writing, shall be given by the Secretary to each member of the Board at least two calendar days, before the date of such meeting.

Section 408. Reports and Records. The reports of officers and committees shall be filed with the Secretary. The Board of Directors shall keep complete records of its proceedings in a minute book kept for that purpose. When a director shall request it, the vote of each director upon a particular question shall be recorded in the minutes.

Section 409. Executive Committee. The Board of Directors may, without limiting its right to establish other committees, establish an Executive Committee of the Board which shall consist of any one or more directors. The Executive Committee shall have and exercise the authority of the Board of Directors in the management and affairs of the Corporation, except as otherwise provided in the resolution establishing the Executive Committee and except as otherwise prohibited by A.R.S. 10-825.

Section 410. Chair of the Board. The directors may choose a Chair of the Board who shall preside at the meetings of the Board and perform such other duties as may be prescribed by the Board of Directors.

ARTICLE V. OFFICERS.

Section 501. Officers. The officers of the Corporation shall be a President, a Secretary, a Treasurer, and such other officers or assistant officers as the Board of Directors may from time to time deem advisable. Except for the President, Secretary and Treasurer, the Board may refrain from filling any of the said offices at any time and from time to time. The Board of Directors may also choose a Chief Executive Officer, Chair, one or more Vice Presidents and such other officers as it shall deem necessary. Any number of offices may be held by the same person. Officers shall be elected by the Board of Directors at the time and in the manner as the Board of Directors from time to time shall determine. Each officer shall hold office for a term extending until the first regular meeting of the Board of Directors following the annual meeting of shareholders and until his or her successor shall have been elected and shall qualify, except in the event of his or her earlier resignation or removal.

Section 502. President. The President shall be the Chief Executive Officer and shall have general supervision of all of the departments and business of the Corporation; he or she shall prescribe the duties of the other officers and employees and see to the proper performance thereof. The President shall be responsible for having all orders and resolutions of the Board of Directors carried into effect. As authorized by the Board of Directors, he or she shall execute on behalf of the Corporation and may affix or cause to be affixed a seal to all instruments requiring such execution, except to the extent that signing and execution thereof shall have been expressly delegated to some other officer or agent of the Corporation. The President shall perform such other duties as may be prescribed by the Board of Directors.

Section 503. Vice Presidents. The Vice Presidents, if any, shall perform such duties and do such acts as may be prescribed by the Board of Directors or the President. Subject to the provisions of this Section, the Vice Presidents in order of their seniority shall perform the duties and have the powers of the President in the event of his or her absence or disability.

Section 504. Treasurer. The Treasurer shall act under the direction of the President. Subject to the direction of the President, he or she shall have custody of the Corporation funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Corporation and shall deposit all moneys in the name and to the credit of the Corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the Corporation as may be ordered by the President, taking appropriate vouchers for such disbursements, and shall on request render to the President and the Board of Directors, at its meetings, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation.

Section 505. Secretary. The Secretary shall act under the direction of the President. Unless a designation to the contrary is made at a meeting, the Secretary shall attend all meetings of the Board of Directors and all meetings of the shareholders and record all of the proceedings of such meetings in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 506. Assistant Officers. Any assistant officers elected by the Board of Directors shall have such duties as may be prescribed by the Board of Directors, the President, or the officer to whom they are an assistant. Assistant officers shall perform the duties and have the power of the officer to whom they are an assistant in the event of such officer's absence or disability.

Section 507. Compensation. Unless otherwise provided by the Board of Directors, the salaries and compensation of all officers, except the President and any Executive Vice President elected by the Board, shall be fixed by the Executive Committee of the Board and, in the absence of an Executive Committee, by the President.

Section 508. General Powers. The officers are authorized to do and perform such corporate acts as are necessary in the carrying on of the business of the Corporation, subject always to the directions of the Board of Directors.

ARTICLE VI. PERSONAL LIABILITY OF DIRECTORS AND INDEMNIFICATION.

Section 601. Personal Liabilities of Directors. A director of this Corporation shall not be personally liable to the Corporation or its shareholders for a breach of fiduciary duty as a director, except as set forth in the Articles of Incorporation, as amended, or as provided by the A.R.S. or other applicable law.

Section 602. Mandatory Indemnification of Directors and Officers. The Corporation shall, to the fullest extent permitted by applicable law, indemnify its directors and officers who were or are a party or are threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (whether or not such action, suit or proceeding arises or arose by or in the right of the Corporation or other entity) by reason of the fact that such director or officer is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director, officer, employee, general partner, agent or fiduciary of another corporation, partnership, joint venture, trust or other enterprise (including service with respect to employee benefit plans), against expenses (including, but not limited to, attorneys' fees and costs), judgments, fines (including excise taxes assessed on a person with respect to any employee benefit plan) and amounts paid in settlement actually and reasonably incurred by such director or officer in connection with such

action, suit or proceeding, except as otherwise provided in Section 604 hereof. Persons who were directors or officers of the Corporation prior to the date these Bylaws are adopted, but who do not hold office on or after such date, shall not be covered by this Section 602. A director or officer of the Corporation entitled to indemnification under this Section 602 is hereafter called a "person covered by Section 602 hereof".

Section 603. Expenses. To the extent provided by A.R.S. 10-853, expenses incurred by a person covered by Section 602 hereof in defending a threatened, pending or completed civil or criminal action, suit or proceeding shall be paid by the Corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by the Corporation, except as otherwise provided in Section 604.

Section 604. Exceptions. No indemnification under Section 602 or advancement or reimbursement of expenses under Section 603 shall be provided to a person covered by Section 602 hereof (a) with respect to expenses or the payment of profits arising from the purchase or sale of securities of the Corporation in violation of Section 16(b) of the Securities Exchange Act of 1934, as amended; (b) if a final unappealable judgment or award establishes that such director or officer engaged in self-dealing, willful misconduct or recklessness; (c) for expenses or liabilities of any type whatsoever (including, but not limited to, judgments, fines, and amounts paid in settlement) which have been paid directly to, or for the benefit of, such person by an insurance carrier under a policy of officers' and directors' liability insurance whose premiums are paid for by the Corporation or by an individual or entity other than such director or officer; and (d) for amounts paid in settlement of any threatened, pending or completed action, suit or proceeding without the written consent of the Corporation, which written consent shall not be unreasonably withheld. The Board of Directors of the Corporation is hereby authorized, at any time by resolution, to add to the above list of exceptions from the right of indemnification under Section 602 or advancement or reimbursement of expenses under Section 603, but any such additional exception shall not apply with respect to any event, act or omission which has occurred prior to the date that the Board of Directors in fact adopts such resolution. Any such additional exception may, at any time after its adoption, be amended, supplemented, waived or terminated by further resolution of the Board of Directors of the Corporation.

Section 605. Continuation of Rights. The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article shall continue as to a person who has ceased to be a director or officer of the Corporation, and shall inure to the benefit of the heirs, executors and administrators of such persons.

Section 606. General Provisions.

(a) The term "to the fullest extent permitted by applicable law", as used in this Article, shall mean the maximum extent permitted by public policy, common law or statute. Any person covered by Section 602 hereof may, to the fullest extent permitted by applicable law, elect to

have the right to indemnification or to advancement or reimbursement of expenses, interpreted, at such person's option, (i) on the basis of the applicable law on the date this Article was approved by shareholders, or (ii) on the basis of the applicable law in effect at the time of the occurrence of the event or events giving rise to the action, suit or proceeding, or (iii) on the basis of the applicable law in effect at the time indemnification is sought.

(b) The right of a person covered by Section 602 hereof to be indemnified or to receive an advancement or reimbursement of expenses pursuant to Section 603: (i) may also be enforced as a contract right pursuant to which the person entitled thereto may bring suit as if the provisions hereof were set forth in a separate written contract between the Corporation and such person, (ii) to the fullest extent permitted by applicable law, is intended to be retroactive and shall be available with respect to events occurring prior to the adoption hereof, and (iii) shall continue to exist after the rescission or restrictive modification (as determined by such person) of this Article with respect to events, acts or omissions occurring before such rescission or restrictive modification is adopted.

(c) If a request for indemnification or for the advancement or reimbursement of expenses pursuant hereto is not paid in full by the Corporation within thirty days after a written claim has been received by the Corporation together with all supporting information reasonably requested by the Corporation, the claimant may at any time thereafter bring suit against the Corporation to recover the unpaid amount of the claim (plus interest at the prime rate announced from time to time by the Corporation's primary banker) and, if successful in whole or in part, the claimant shall be entitled also to be paid the expenses (including, but not limited to, attorney's fees and costs) of prosecuting such claim. Neither the failure of the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) to have made a determination prior to the commencement of such action that indemnification of or the advancement or reimbursement of expenses to the claimant is proper in the circumstances, nor an actual determination by the Corporation (including its Board of Directors, independent legal counsel, or its shareholders) that the claimant is not entitled to indemnification or to the reimbursement or advancement of expenses, shall be a defense to the action or create a presumption that the claimant is not so entitled.

(d) The indemnification and advancement or reimbursement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or reimbursement of expenses may be entitled under the Articles of Incorporation, any bylaw, agreement, vote of shareholders or directors or otherwise, both as to action in such director's or officer's official capacity and as to action in another capacity while holding that office.

(e) Nothing contained in this Article shall be construed to limit the rights and powers the Corporation possesses under the A.R.S. or otherwise, including, but not limited to, the powers to purchase and maintain insurance, create funds to secure or insure its indemnification obligations, and any other rights or powers the Corporation may otherwise have under applicable law.

(f) The provisions of this Article may, at any time (and whether before or after there is any basis for a claim for indemnification or for the advancement or reimbursement of expenses pursuant hereto), be amended, supplemented, waived, or terminated, in whole or in part, with respect to any person covered by Section 602 hereof by a written agreement signed by the Corporation and such person.

(g) The Corporation shall have the right to appoint the attorney for a person covered by Section 602 hereof, provided such appointment is not unreasonable under the circumstances.

Section 607. Optional Indemnification. The Corporation may, to the fullest extent permitted by applicable law, indemnify, and advance or reimburse expenses for, persons in all situations other than that covered by this Article.

ARTICLE VII. SHARES OF CAPITAL STOCK.

Section 701. Authority to Sign Share Certificates. Every share certificate shall be signed by the President or one of the Vice Presidents, if any, and by the Secretary or one of the Assistant Secretaries or by such other officers as may be authorized by the Board of Directors.

Section 702. Lost or Destroyed Certificates. Any person claiming a share certificate to be lost, destroyed or wrongfully taken shall receive a replacement certificate if said shareholder shall have: (a) requested such replacement certificate before the Corporation has notice that the shares have been acquired by a bona fide purchaser; (b) provided the Corporation with an indemnity agreement satisfactory in form and substance to the Board of Directors, or President or the Secretary; and (c) satisfied any other reasonable requirements (including, without limitation, providing a surety bond) fixed by the Board of Directors, or the President or the Secretary.

ARTICLE VIII. APPOINTMENT OF CHARTER GOVERNING BOARD.

Section 801. Appointment of Charter Governing Board. It being, among other things, the business of the Corporation to operate charter schools in the state of Arizona, the Board of Directors shall appoint a Board of Governors with the responsibility to oversee operations of charter school(s) in accordance with the terms of any such charter(s) and applicable law. The Board of Directors shall also have sole responsibility for removal of members of the Board of Governors at the sole and absolute discretion of the Board of Directors. The Board of Directors shall also be responsible for determining the duties of the members of the Board of Governors which duties may be modified from time to time. In its sole and absolute discretion, the Board of Directors may elect to defray the expenses of those serving on the Board of Governors by providing an honorarium or other compensation associated with the members' attendance at Board of Governors meetings.

ARTICLE IX GENERAL.

Section 901. Fiscal Year. The fiscal year of the Corporation shall be the calendar year.

Section 902. Signing Checks. All checks or demands for money and notes of the Corporation shall be signed by such officer or officers, or other person or persons, as the Board of Directors may from time to time designate.

Section 903. Designation of Presiding and Recording Officers. The directors or shareholders, at any meeting of the directors or shareholders, as the case may be, shall have the right to designate any person, whether or not an officer, director or shareholder, to preside over or record the proceedings of such meeting.

Section 904. Record Date. The Board of Directors may fix any time whatsoever prior to the date of any meeting of shareholders, or the date fixed for the payment of any dividend or distribution, or the date for the allotment of rights, or the date when any change or conversion or exchange of shares will be made or will go into effect, or for any other purpose, as a record date for the determination of the shareholders entitled to notice of, or to vote at any such meeting, or entitled to receive payment of any such dividend or distribution, or to receive any such allotment of rights, or to exercise the rights in respect to any such change, conversion or exchange of shares, except that in the case of a meeting of shareholders (other than an adjourned meeting) such record date may not be more than 70 days prior to the date of the meeting of shareholders.

Section 905. Text of Proposed Resolution in Written Notice. Whenever the language of a proposed resolution is included in a written notice to shareholders, the shareholders' meeting considering the resolution may adopt it with such clarifying or other amendments as do not enlarge its original purpose, without further notice to shareholders not present in person or by proxy.

Section 906. Absentee Participation in Meetings. One or more directors or shareholders may participate in a meeting of the Board of Directors, or of a committee of the Board, or a meeting of the shareholders, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section shall constitute presence in person at the meeting.

Section 907. Emergency Bylaws. In the event of any emergency resulting from an attack on the United States, a nuclear disaster or another catastrophe as a result of which a quorum of the Board cannot readily be assembled, and until the termination of such emergency, the following bylaw provisions shall be in effect, notwithstanding any other provisions of these Bylaws:

(a) A special meeting of the Board of Directors may be called by any officer or director upon one hour's notice; and

(b) The director or directors in attendance at the meeting shall constitute a quorum.

Section 908. Severability. If any provision of these Bylaws is illegal or unenforceable as such, such illegality or unenforceability shall not affect any other provision of these Bylaws and such other provisions shall continue in full force and effect.

Section 909. Successor Statutes. Any reference herein to the "Arizona Revised Statutes" or to any section thereof shall be deemed to be a reference to such law or successor statute and the appropriate corresponding section thereof as the same may be amended or adopted from time to time hereafter.

ARTICLE X. AMENDMENT OR REPEAL.

Section 1001. Amendment or Repeal by Shareholders. These Bylaws may be amended or repealed, in whole or in part, by a majority vote of the Board of Directors, unless the Articles of Incorporation, as amended, or A.R.S. Title 10 reserves such power exclusively to the shareholders.

Section 1002. Recording Amendments and Repeals. The text of all amendments and repeals to these Bylaws shall be attached to the Bylaws with a notation of the date of each such amendment or repeal and a notation of whether such amendment or repeal was adopted by the shareholders or the Board of Directors.

ARTICLE XI. ADOPTION OF BYLAWS AND RECORD OF AMENDMENTS AND
REPEALS.

Section 1101. Adoption and Effective Date. These Bylaws have been adopted as the Bylaws of the Corporation this 22 day of May, 2015, and shall be effective as of said date.

**Transfer Agreement between
Primavera Online High School & Middle
School and American Virtual Academy**

(Please refer to page 1, section 1C)

TRANSFER AGREEMENT

THIS TRANSFER AGREEMENT (this "Agreement") is made and entered into as of May 22, 2015, between Primavera Technical Learning Center ("Primavera" or "Assignor") and American Virtual Academy ("AVA" or "Assignee") (collectively the "Parties").

WITNESSETH:

WHEREAS, Primavera is the holder of a Charter Contract (the "Contract") issued by the Arizona State Board for Charter Schools (the "Authorizer");

WHEREAS, the Contract expires on June 30, 2016;

WHEREAS, Primavera no longer wishes to engage in the business of charter school operation and has resolved not to renew the Contract;

WHEREAS, Primavera has resolved that it is in the best interests of the company to assign the Contract to AVA ("AVA") to ensure a continuity of services to Primavera students, including, most importantly, those that cannot succeed in traditional public school seat time programs;

WHEREAS, the Parties desire to effect a transfer by Primavera of certain assets and records necessary for operations pursuant to the Contract (the "Transfer").

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants contained herein, and intending to be legally bound hereby, the Parties covenant and agree as follows:

1. **Contract Assignment.**

a. As of July 1, 2016 and subject to approval by the Authorizer of the Charter Holder Status Amendment (thereby approving assignment of the Contract as provided for herein) ("Effective Date"), Assignor assigns, conveys and transfers to Assignee all of Assignor's right and interest in and to the Contract and all of the rights, privileges, powers and duties of Assignor in connection therewith, including Assignor's entitlement to state payments and Assignee assumes and agrees to be bound by all of the terms, covenants, conditions, agreements and obligations of Assignor with regard to the contract.

b. As of the Effective Date, Assignee shall be bound by, assume, and perform all of the terms, covenants, conditions, agreements and obligations required by the Contract.

c. No payments, benefits or consideration have been or shall be received by Transferor for assignment of the Contract.

2. **Additional Items To Be Transferred and Maintained by Assignee As Required By Law.** Upon the Effective Date, as defined herein, Primavera shall transfer to AVA, and AVA shall maintain, the following:

- a. All student records;
- b. All financial records related to operations under and pursuant to the Contract, including for all years of the Contract prior to the Transfer provided for herein;
- c. All other assets necessary for AVA to assume all aspects of Primavera's charter school operations, including personal property (such as computers, desks, etc.).

3. **Liabilities.** Notwithstanding anything to the contrary herein, all liabilities incurred by Primavera prior to the Effective Date of this Agreement (regardless of date of invoice or date of delivery of invoice) shall remain obligations of Primavera and nothing contained herein shall render AVA liable for said liabilities.

4. **Conditions to the Transfer.** This Agreement shall have been approved by the Voting Members of the Primavera Board of Directors and the Board of Directors of AVA.

5. **Internal Revenue Service Filings.** After the Effective Date, Primavera shall report the Transfer on its Form 990 in accordance with the Internal Revenue Code.

6. **Exclusion re "Primavera Name".** Nothing contained herein shall be construed as a transfer of the name "Primavera" to AVA. Should AVA wish to operate under or use the Primavera name, the terms of any such license or other agreement shall memorialized in a separate agreement executed by the Parties.

7. **Assignor Representations and Warranties.** Assignor represents and warrants to Assignee as of the date hereof that:

(a) Primavera is a duly organized and validly existing corporation in good standing under the laws of the State of Arizona and has all requisite corporate power and authority for the ownership and operation of its assets and for the carrying on of its businesses as now conducted.

(b) Primavera has all necessary corporate power and has taken all corporate action required to make all the provisions of this Agreement, and any other agreements and instruments executed in connection herewith. This Agreement constitutes a legal, valid and binding agreement of Primavera, enforceable against Primavera in accordance with its terms.

(c) Primavera is recognized as exempt from taxation, as an organization described in section 501(c)(6) of the Internal Revenue Code ("Code"), and to its knowledge, there is no pending action by the Internal Revenue Service or any other federal or state governmental entity regarding the validity of the Council's exempt status.

(d) Except as would not reasonably be expected to impede, interfere with, prevent or delay the transactions contemplated by this Agreement, no consent, approval, order, permit or authorization of, or registration, declaration, notice or filing with, any federal, state, municipal or other governmental body, department, commission, board, bureau, agency, court or instrumentality thereof is required by or with respect to Assignor in connection with the execution and delivery of this Agreement or the consummation by Assignor of the Transfer.

(e) As of the Effective Date, there is no litigation or governmental proceeding or investigation pending, to the knowledge of Assignor, against any officer, director, or executive employee of Assignor, in his or her capacity as officer, director, or executive employee of the Council, respectively ("Litigation"). Assignor is not aware of Litigation that could reasonably be expected to result, either in any case or in the aggregate, in any material adverse change in the business, operations, affairs or conditions (financial or otherwise) or any of the properties or assets of Assignor, or that could reasonably be expected to call into question the validity of this Agreement, or any action taken or to be taken pursuant hereto.

(f) Assignor is in compliance in all respects with the terms and provisions of this Agreement and of its Articles of Incorporation and Bylaws. Assignor is also in compliance in all material respects with the terms and provisions of the mortgages, indentures, leases, agreements and other instruments and of all judgments, decrees, governmental orders, statutes, rules or regulations by which it is bound or to which it or any of its respective properties or assets are subject. There is no term or provision in any of the foregoing agreements and instruments that materially adversely affects the business, assets, or financial condition of Assignor. Neither the execution and delivery of this Agreement, nor the consummation of any transaction contemplated hereby or thereby, has constituted or resulted in or will constitute or result in a default or violation of any term or provision in any of the foregoing documents or instruments.

(g) Assignor is in compliance in all material respects with all laws and governmental rules and regulations applicable to its business, properties, and assets, and to the services provided by it, or sold by it, including, without limitation, all such laws, rules, and regulations relating to fair employment practices, public or employee safety and environmental protection, and similar matters.

(h) No Assignor employee is a party to or bound by any agreement, contract or commitment, or subject to any restrictions, particularly, but without limitation, in connection with any previous employment of any such person, which materially and adversely affects, or in the future may (so far as Assignor can reasonably foresee) materially and adversely affect, the business or operations of Assignor or the right of any such person to participate in the affairs of Assignor.

(i) As of the Effective Date and at all times during the preceding five years, Assignor has not engaged or had any interest in any joint venture or partnership with any other entity or person.

(j) There are no employment contracts, oral or written, to which the Council is bound that may not be terminated by the Council at-will.

8. Assignor has good and marketable title to all personal property and good and marketable title to all intellectual property, owned by it and good title to a leasehold interest in the real and personal property leased by it, in each case free and clear of all, charges, encumbrances or restrictions.

9. **Further Assurances as to Primavera.** If, at any time after the Effective Date, Assignee shall consider or be advised that any further assignment, conveyance or assurance in law or any other acts are necessary or desirable to (a) vest, perfect or confirm in Assignee its right, title or interest in, to or under any of the rights, properties, or assets of Assignor belonging to or to be belonging to Assignee as a result of, or in connection with, the Transfer, or (b) otherwise carry out the purposes of this Agreement, Assignor and its proper officers shall be deemed to have granted to Assignee and its proper officers an irrevocable power of attorney to execute and deliver all such proper deeds, assignments and assurances in law and to do all acts necessary or proper to vest, perfect or confirm title to and possession of such rights, properties or assets in Assignee and otherwise carry out the purposes of this Agreement; and the officers of Assignee are fully authorized in the name of Assignor or otherwise to take any and all such actions.

10. **Severability.** If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to the Parties. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

11. **Governing Law.** This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of Arizona applicable to agreements executed and to be performed entirely therein, without giving effect to principles thereof relating to conflicts of law rules that would direct the application of the laws of another jurisdiction.

12. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile signatures shall have the same binding effects as original signatures.

13. **Entire Agreement.** This Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the Parties with respect to the subject matter hereof.

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IN WITNESS WHEREOF, each of the undersigned Parties, pursuant to authority duly granted by its respective Board of Directors, has caused this Agreement to be executed by its duly authorized officer as of the date first above written.

PRIMAVERA TECHNICAL LEARNING CENTER

By: 

Name: BRIAN JOHNSON

Title: PRESIDENT

AMERICAN VIRTUAL ACADEMY

By: 

Name:

Title: CEO

American Virtual Academy

Corporate Structure

American Virtual Academy Corporate Structure

Board of Directors (aka Corporate Board)

Board Member:

Damian Creamer, President & CEO

The business and affairs of the Corporation are managed by its Board of Directors. The Board of Directors may exercise all such powers of the Corporation and do all such lawful acts and things as are not by statute or by the Articles of Incorporation, as amended, or by these Bylaws directed or required to be exercised or done by the shareholders.

The Board of Directors is responsible for the following:

- General oversight of the corporation and all administrative matters.
- Hiring, termination and replacement of corporate officers.
- Changes to by-laws.
- Financial matters of the corporation, including selection of financial institutions, capital expenditures, investment of retained earnings.
- Borrowing.
- Disposition of corporate assets.
- Charter holder for Primavera Online High School and Middle School
- Appointment of a Board of Governors (aka School Governing Board), appointment and removal of members of the Board, and determination of Board duties.

Board of Governors (aka School Governing Board)

Board Members:

Brian Johnson	Roman Yasinsky
Jeremy Ferrell	Troy Wallin
Xavier Orozco	Scott Graybeal
Christopher Wilkowski	

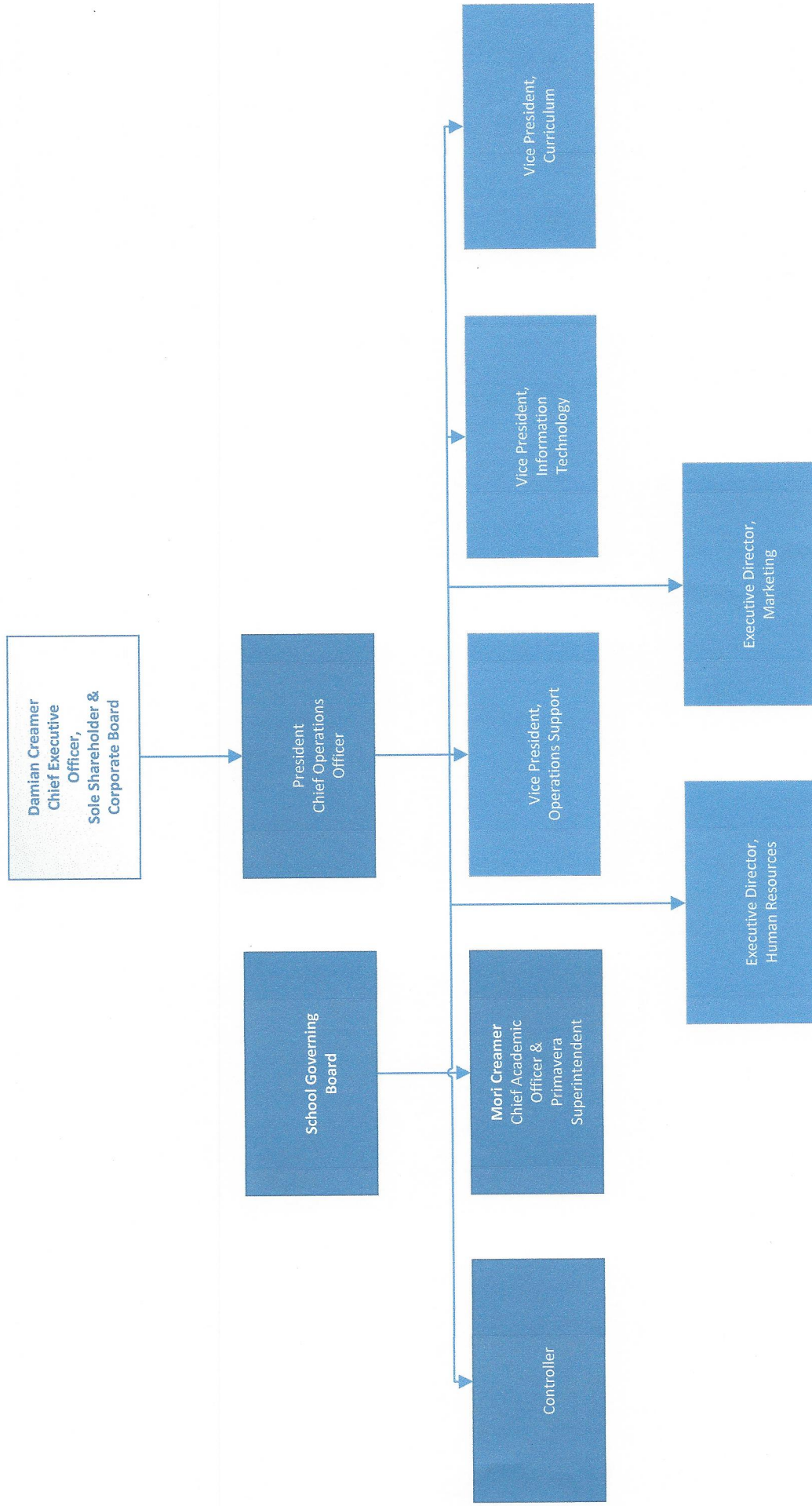
The Board is responsible for governance and oversight of Primavera, in accordance with the Charter Contract and federal and state regulations.

The School Governing Board is responsible for the general oversight of the school, including:

- Approving and adopting budgets, as described by law.
- Establishing long-term policies and any other matters specifically required by law.

American Virtual Academy Organizational Chart

American Virtual Academy (AVA) DBA FlipSwitch



**Primavera Online
High School & Middle School
Organizational Chart**

Primavera Online High School Primavera Online Middle School

